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BPS
KPA



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

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Deputy Commissioner of Education
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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

June 3, 2013

100% Federal Funds

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

REQUESTED ACTION

Authorize the Department of Education to contract with Mary H. Grillo, Exeter, NH (vendor code 248441), as a Regional Master Educational Surrogate Parent, who will be responsible for: (1) providing management and support for trained and certified volunteer educational surrogate parents and (2) accepting temporary educational surrogate parent appointments for students in specific situations that require her special education expertise or require immediate appointment; upon Governor and Council approval for the period effective July 1, 2013, or Governor & Council approval, whichever is later, through June 30, 2014, in an amount not to exceed \$10,000.00, pending legislative approval of the next biennium budget. These are 100% Federal funds.

Funding for this request is available in account as follows:

	<u>FY'14</u>
06-56-56-562510-41100000-102-500731	\$10,000.00

EXPLANATION

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

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

Her Excellency, Governor Margaret Wood Hassan
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Concord, New Hampshire 03301
June 3, 2013
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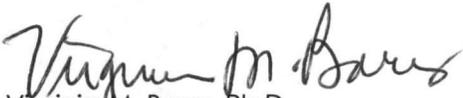
The Department of Education prepared and published a Request for Proposals (RFP) for up to five (5) Regional Master Surrogate Parents in local newspapers as well as the Union Leader, for the period February 24th, 25th and 26th and posted the RFP on the Department website. Three (3) proposals were received by the deadline. All the proposals met the criteria of the Request for Proposal (see rubric).

This contract is one of three (3) to provide services as a Regional Master Educational Surrogate Parent who will be responsible for providing management and support to trained and certified volunteer educational surrogate parents in their region of the State. In addition, these Master Surrogate Parents will be responsible for temporary educational surrogate parent appointments in situations that are viewed by the Department of Education, Bureau of Special Education, to need a Master Educational Surrogate Parent level of expertise, or a child is found to be homeless in accordance with the McKinney Vento Act.

The Department of Education would like to contract with Ms. Grillo as she has been involved in the Educational Surrogate Parent Program since 2003, has extensive experience in the special education field, and a strong working knowledge of the southeast region where she has worked. Ms. Grillo has represented four (4) children in her role as an Educational Surrogate Parent since 2003.

In the event 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: BJR
Attachments

Regional Master Educational Surrogate Parent
2013

Name (Applicant and region they applied to be Master Educational Surrogate Parent for)	Description of applicant's abilities to meet or exceed the minimum requirements (4.0) including a description of their volunteer and work experience and educational background. This will include a review of the letter of interest, letters of recommendations and resume (40 pts)	The applicant's ability to accomplish the services to be provided (1.0) as evidenced through the documentation submitted, including any products that may demonstrate their level of expertise and experience	Technical Skills, including but not limited to, facilitation, leadership, collaboration, communication and report writing (30 Pts)	Total Score
Allyson Vignola (Lakes Region)	40	25	30	95
Kathleen Holt (South Central)	35	25	26.6	86.6
Mary Grillo (South East)	36.6	28.3	28.3	93.2

The committee members responsible for the review of the Special Education Regional Master Educational Surrogate Parent proposals include the following individuals:

- Mary Lane – Education Consultant – Special Education
- Mary Steady – Education Consultant – Special Education
- Janelle Coitnoir – Grants and Contracts Technician – Special Education

The scoring for this proposal was conducted employing a consensus model.

The role of the committee members was advisory in nature. They provided information, analysis, and recommendations that were presented to the Commissioner of Education.

The Commissioner of Education reviews the information provided and makes the final decision regarding the award of such grants.

New Hampshire Department of Education Regional Master Educational Surrogate Parents

Reviewer's Scores

Applicant: Allyson Vignola (Lakes Region)

Criteria from RFP	Review 1	Review 2	Review 3	Total score	Comments
<p>8.2.1 Significance of Proposal – Description of applicant's abilities to meet or exceed the Minimum Requirements (4.0), including a description of their volunteer and work experience and educational background. This will include a review of the letter of interest, letters of recommendation and resume (40 pts).</p>	40	40	40	40	<p>Certified in Special Education, Early Childhood, Emotional Disabilities – and math (NH experienced educator) Master surrogate already Certification and plenty of experience from various education jobs Application was clear – knows the area she is going to serve Experience with preschool- 12th grade ages IEP facilitation trained Worked in Alternate assessments Developed and conducted Statewide training for the educational surrogate parent program All components of proposal were included Current Educational Surrogate Parent to 8 children</p>
<p>8.2.2 Quality of Services to be Provided – the applicant's ability to accomplish the Services to be Provided (1.0) as evidenced through the documentation submitted, including any products that may demonstrate your level of expertise and experience.</p> <p>8.2.2(a) Content knowledge, including but not limited to, knowledge of the Educational Surrogate Parent Program and the role of an educational</p>	25	25	25	25	<p>No product submitted as level of experience – Special Education knowledge and IEP process Masters in Education Knowledge of lakes region Ed surrogate since 2007 Serves 8 children currently Alternate assessment work Experience writing and implementing IEPs</p>

surrogate parent, State and federal Special Education laws, Special Education policy and Procedures, regional knowledge and other areas of knowledge that supports the accomplishment of the Services to be Provided (30 pts).	30	30	30	30		
8.2.2(b) Technical Skills, including but not limited to, facilitation, leadership, collaboration, and report communication, and report writing (30 pts).	30	30	30	30	30	<p>Trained in IEP facilitation</p> <p>ALPS work lots of communication and collaboration</p> <p>Knows American sign language</p> <p>Variety of groups she has worked with sex offenders, kids needing Augmentative Communication and Alternative communication</p> <p>Leadership skills</p> <p>TA consultant at one time</p> <p>Letter spoke of her exemplar oral and written communication skills</p>
TOTAL SCORE	95	95	95	95	95	

Review committee recommend Allyson Vignola be awarded a contract for Master Surrogate Parent

New Hampshire Department of Education Regional Master Educational Surrogate Parents

Reviewer's Scores

Applicant: Mary Grillo (Southeast)

Criteria from RFP	Review 1	Review 2	Review 3	Total score	Comments
8.2.1 Significance of Proposal – Description of applicant's abilities to meet or exceed the Minimum Requirements (4.0), including a description of their volunteer and work experience and educational background. This will include a review of the letter of interest, letters of recommendation and resume (40 pts).	35	35	40	36.6	All components submitted Certified Educational Surrogate Parent PIC volunteer advocate NH Connection facilitator Parent of 3 children with disabilities Lots of experience with minority or at risk populations and organizations that serve them. Little confusing her work with PIC vs DOE and keeping them straight – Explains experience with Emotional disabilities, reactive deattachment, PTSD, eating disorders, ADHD and SLD
8.2.2 Quality of Services to be Provided – the applicant's ability to accomplish the Services to be Provided (1.0) as evidenced through the documentation submitted, including any products that may demonstrate your level of expertise and experience. 8.2.2(a) Content knowledge, including but not limited to, knowledge of the Educational Surrogate Parent Program and the role of an educational	30	30	25	28.3	No education experience – lots parent organization experience Knows systems such as DCYF etc. – be able to offer resources to families and students Certificate from Rivier Prek-3 BS in Human development/counseling PIC volunteer advocate Facilitator for NH connections Seacoast knowledge from NH Connections work - very helpful Part time as educational specialist PIC Relationship with Catholic Charities

surrogate parent, State and federal Special Education laws, Special Education policy and Procedures, regional knowledge and other areas of knowledge that supports the accomplishment of the Services to be Provided (30 pts).	30	30	25	28.3	Experience with PIC on phones collaboration and formal correspondence Worked with CASA Strong written and oral communication skills from letter of reference PIC Language Plan – new project with PIC and refugees Strong collaboration with various agencies (DCYF, CASA, Courts)
8.2.2(b) Technical Skills, including but not limited to, facilitation, leadership, collaboration, and report communication, and report writing (30 pts).	30	30	25	28.3	
TOTAL SCORE	95	95	90	93.2	

Review committee recommend Mary Grillo be awarded a contract for Master Surrogate Parent

New Hampshire Department of Education Regional Master Educational Surrogate Parents

Reviewer's Scores

Applicant: Kathleen Holt (South Central)

Criteria from RFP	Review 1	Review 2	Review 3	Total score	Comments
8.2.1 Significance of Proposal – Description of applicant's abilities to meet or exceed the Minimum Requirements (4.0), including a description of their volunteer and work experience and educational background. This will include a review of the letter of interest, letters of recommendation and resume (40 pts).	35	35	35	35	Only 2 letters of reference instead of 3- gave contact for 3 rd person Included other required parts Been a regional master surrogate Certified Educational Surrogate Parent Capital Area Center for Educational Support – director part time currently Experience as a Teacher, Special Education Director, and Superintendent Doctorate degree Volunteer work experience
8.2.2 Quality of Services to be Provided – the applicant's ability to accomplish the Services to be Provided (1.0) as evidenced through the documentation submitted, including any products that may demonstrate your level of expertise and experience.	25	25	25	25	Resume shows sped but not clearly articulated in letter of intent Lived in region for 19 years Knowledge in emotional behavioral disorders – product Assessments course Didn't clearly articulate her knowledge of the educational surrogate parent process or special education knowledge in her letter of intent. Wouldn't know this except for resume
8.2.2(a) Content knowledge, including but not limited to, knowledge of the Educational Surrogate Parent Program and the role of an educational					

surrogate parent, State and federal Special Education laws, Special Education policy and Procedures, regional knowledge and other areas of knowledge that supports the accomplishment of the Services to be Provided (30 pts).						
8.2.2(b) Technical Skills, including but not limited to, facilitation, leadership, collaboration, and report communication, and report writing (30 pts).	25	25	30	26.6	Experience with minorities Been a master surrogate Experience with agencies Familiar with emails Lots of stories in proposal not sure of technical writing skills but letter of support says she possesses written communication skills	
TOTAL SCORE	85	85	90	86.6		

Review committee recommend Kathleen Holt be awarded a contract for Master Surrogate Parent

Subject: Educational Surrogate Parent Program: Regional Master Surrogate Parent FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Mary H. Grillo		1.4 Contractor Address 17 Cullen Way, Exeter, New Hampshire 03833	
1.5 Contractor Phone Number 603-502-7876	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$10,000.00
1.9 Contracting Officer for State Agency Santina Thibedeau, Administrator, Special Education		1.10 State Agency Telephone Number 603-271-6693	
1.11 Contractor Signature <i>Mary H. Grillo</i>		1.12 Name and Title of Contractor Signatory Mary H. Grillo	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>MERRIMACK</u> On <u>5-21-13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Charlene H. Mayo</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>my commission expires on 3-14-2014</u> <i>Charlene H. Mayo</i>			
1.14 State Agency Signature <i>Virginia M. Barry</i>		1.15 Name and Title of State Agency Signatory Virginia M. Barry, Ph.D., Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>Karen D. Hutchins</i> Director, On: <u>6-10-13</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>6/19/13</u>			
1.18 Approval by the Governor and Executive Council By: <i>[Signature]</i> On:			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials MA
Date 5/17/13

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials
Date 5/17/12

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials MA

Date 1/17/13

Exhibit A

SCOPE OF SERVICES

Mary H. Grillo will provide the following services to the New Hampshire Department of Education from the date of Governor and Council approval until June 30, 2014:

- a. Contractor agrees to temporary educational surrogate parent appointments in their assigned region in situations that require immediate appointment and situations that are viewed by the Department of Education to need a master educational surrogate parent's knowledge and skills.
- b. Contractor agrees to provide support to trained volunteer educational surrogate parents in their assigned region via phone calls and e-mails.
- c. Contractor agrees to prepare Monthly Reports to be submitted in conjunction with each monthly invoice. Each report will detail the kind of support and the time that was provided to volunteer educational surrogate parents in their region and the time provided to complete other activities related to the individual Master Surrogate Parent appointment(s).
- d. Contractor agrees to prepare a Final Report: report detailing the accomplishments and challenges of educational surrogate parents in their region with proposal ideas to successfully move forward.

Initial MS
Date 5/17/13

Exhibit B

Budget

Budget (through June 30, 2014)

Account number: 06-56-56-562510-4110-102-500731

Professional services (\$25.00 per hour) (including travel time)	\$10,000.00
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Total	\$10,000.00
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Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, the total budget shall not exceed the price limitation of \$10,000.00.

Method of Payment:

Payment will be made on the basis of monthly invoices that are received by the 10th of the following month which are supported by a summary of activities that have taken place in accordance with the terms of the contract.

Amy Jenks, Program Specialist
Educational Surrogate Parent Program
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Initial MS
Date 5/17/13

Exhibit C

Authorize the Department of Education to waive the insurance section of the agreement; Section 14, 14.1 and 14.1.1. The provisions of items 14.1, 14.1.1, and 14.1.2 of the general provisions are not applicable.

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

Initial MA
Date 5/17/13

Mary H. Grillo

Objective: To obtain a position as a Regional Master Surrogate, Southeast NH.

Experience:

2009- Present: Educational Resource Specialist, Parent Information Center, Concord, NH: Telephone consultation with parents and school personnel on matters related to special education, State and Federal special education law, parent involvement, and effective parent/school communication. Responsible for supporting the individual needs of the caller by making referrals, identifying appropriate resources and providing suggestions to strengthen parent –school partnerships. This includes collaboration with NH Legal assistance on the Youth Law Project, in assisting families and children who are Court involved. Additional responsibilities include scheduling and presenting workshops / facilitating discussions throughout NH on Advocacy, Special Education Law, Partnership and Effective Communication. Currently assisting with the development of PIC's new Language Access Plan and facilitator of Parent Leadership Trainings under the NH Connections Grant.

2004-2006 – Seacoast Network Facilitator, NH Connections Project. Parent Information Center, Concord, NH: Developed, coordinated and facilitated meetings in the Seacoast Region of NH that promoted family involvement and partnerships with school districts. Networked with state and local agencies to identify educational needs using Action Plans to produce favorable outcomes. Assisted in the development of materials to aid in the early identification, diagnosis and assessment of children who may be in need of special education supports and services.

Volunteer Experience:

2003- Present: Volunteer Educational Surrogate Parent, NH Department of Education: Volunteer educational surrogate parent to two children in the NH Foster Care System that are special education students. Responsible for representing the unique educational needs of the child to the school district and for making appropriate educational decisions to ensure school success. Duties include interagency networking, formal correspondence, telephone calls and collaboration with social service agencies and the school district to manage the multiple educational needs of the child.

2003 – 2010: Special Education Volunteer Advocate, Parent Information /Center, Concord, NH: Assisted five families in understanding New Hampshire's special education process and supported their efforts in I. E. P. Team meetings. Provided extensive 1:1 assistance in helping families to understand educational evaluations, and State and Federal special education law.

1997-1999 Certified Parent Educator Volunteer, UNH Cooperative Extension: Completed a 50 hour parent training program and subsequently volunteered to teach parenting and child development classes to parents at the Crossroads House Homeless Shelter in Portsmouth NH for two years. Responsibilities included planning and implementing an appropriate curriculum to the target population, organizing and planning meetings, collaboration within the agency to ensure the success of its participants.

OTHER:1984-1986-Greater Nashua Childcare Centers, Nashua, NH, Early Childhood Educator: Planned and implemented a developmentally appropriate curriculum for children ages 18 months through 6 years.

1986-2010 - Homemaker, 17 Cullen Way, Exeter, NH : Cared for and managed every aspect of family life for my children including advocating for special education services.

University of Rhode Island, BS Human Development, Counseling and Family Studies.

Rivier College, Certificate in Education, PreK-3

MAIN STREET AMERICA ASSURANCE CO.
55 WEST STREET
KEENE NEW HAMPSHIRE 03431

DUPLICATE DEC PRINTED 05-21-13
PERSONAL AUTO POLICY
ACCOUNT NUMBER
POLICY PERIOD: 12:01 AM STANDARD TIME
FROM 02-18-13 TO 02-18-14
POLICYHOLDER SINCE 02-18-2002

COSTELLO INS

AGENCY

MAY 23 2013

NAMED INSURED

RECEIVED

MARY GRILLO

COSTELLO INS AGCY INC/RAIS
PO BOX 5248
BRADFORD, MA 01835

Description of Auto(s) or Trailer(s)

AUTO YEAR	TRADE NAME	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER	ORIG. COST NEW	LS:	LS2	PH1	PH2	RATING CLASS SUB	TERR USE	AT	PR
1	08 VOLKS					290	455	20	20	885190	020 1 0	1	1
3	03 NISSA					290	530	13	13	870890	020 1 0	1	1

Coverage provided only where both Limit of Liability and Premium are shown.

PART	DESCRIPTION	1-08 VOLKS	3-03 NISSA
A	LIABILITY		
	\$250,000 EACH PERSON \$500,000 EACH ACCIDENT.....	96.00	192.00
	PROPERTY DAMAGE \$100,000 EACH ACCIDENT.....	71.00	144.00
B	MEDICAL PAYMENTS		
	\$5,000 EACH PERSON.....	13.00	25.00
C	UNINSURED MOTORISTS		
	\$250,000 EACH PERSON \$500,000 EACH ACCIDENT.....	26.00	26.00
	PROPERTY DAMAGE \$25,000 EACH ACCIDENT.....	INCL.	INCL.
	UNDERINSURED MOTORISTS		
	\$250,000 EACH PERSON \$500,000 EACH ACCIDENT.....	INCL.	INCL.
	LIMITS MIGHT BE REDUCED BY POLICY PROVISIONS OR LAW		
D	DAMAGE TO YOUR AUTO		
	COLLISION LOSS		
	ACV** LESS \$500 DEDUCTIBLE - STANDARD.....	236.00	
	ACV** LESS \$1,000 DEDUCTIBLE - STANDARD.....		185.00
	COMPREHENSIVE (EXCLUDING COLLISION)		
	ACV** LESS \$100 DEDUCTIBLE.....	96.00	
	ACV** LESS \$1,000 DEDUCTIBLE.....		32.00
	TOWING AND LABOR-\$50 PER DISABLEMENT.....	3.00	3.00
	TRANSPORTATION EXPENSES \$30/\$900.....	4.00	4.00
	TOTAL PREMIUM BY VEHICLE.....	\$545.00	\$611.00

THIS POLICY IS WRITTEN IN TIER 1,A

DISCOUNT OF \$ 505.00 APPLIES BECAUSE YOU INSURE YOUR AUTO AND HOME WITH US

The Auto(s) or Trailer(s) described in this policy is (are) principally garaged at the above address unless otherwise stated here.

AUTO 3 EXETER, NH 020

Auto Any loss under Physical Damage is payable as interest may appear to the Named Insured and:

12 MONTHS PREMIUM \$1,546.00 A

Endorsements made part of this policy at time of issue:

0001-698,8593-007,8599-911,8594-806,1301-D99,0302-698,0303-486

1

NO.	DRIVER NAME	LICENSE NUMBER	DOB	SX	MR	VR	3C	0Y	0S	DD	MD
3				M	S	3	N	N	N	N	N
4				M	S	2	N	N	N	N	N
2				M	S	1	N	N	N	N	N
1				M	S	1	N	N	N	N	N

**ACTUAL CASH VALUE

61-7621 (01/10) SEE REVERSE FOR ADDITIONAL INFORMATION
DATE PROCESSED 05-21-13 AGENT

COUNTERSIGNATURE: _____

AB 28