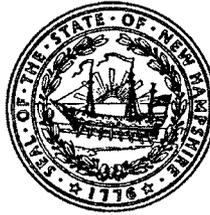


ed

36



Frank Edelblut
Commissioner

Paul K. Leather
Deputy Commissioner

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

September 19, 2017

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

REQUESTED ACTION

Authorize the Department of Education, to enter into a contract with the Center for Applied Special Technology, (CAST, Inc.), 40 Harvard Mills, Suite 3, Wakefield, Massachusetts (vendor code 258305), in an amount not to exceed \$2,549,873.00, to provide services under the New Hampshire Universal Design for Learning Network Building State and Local Capacity to Improve Results, effective upon Governor and Counsel approval through June 30, 2020. 100% Federal Funds.

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

	<u>FY'18</u>	<u>FY'19</u>	<u>FY'20</u>
06-56-56-562010-25040000-102-500731	\$849,973.00	\$849,951.00	\$849,949.00
Contacts for Program Services			

EXPLANATION

The New Hampshire Department of Education is responsible for meeting legislative mandates to provide technical assistance under RSA 186-C III. CAST, Inc. will design, coordinate, and sponsor a New Hampshire Universal Design for Learning Network. The network will build state and local capacity to implement Universal Design for Learning, (UDL). UDL is a framework to improve and optimize teaching and learning for all people based on scientific insights into how humans learn.

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

September 19, 2017

Page 2

The Department of Education prepared and published a Request for Proposals (RFP) for individuals, agencies, or organizations interested in providing services under the *New Hampshire Universal Design for Learning Network, Building State and Local Capacity to Improve Results* in the Union Leader, for the period January 20th, January 22nd, and January 23rd, 2017 and posted on the Department website.

A review committee consisting of Joanne DeBello, Education Consultant, Bureau of Special Education, Sandra MacDonald, Administrator, Bureau of Curriculum and Instruction, Steve Chamberlin, Superintendent, Hopkinton School District and Steve Nilhaus, Superintendent, Littleton School District reviewed and scored the three (3) proposals received by the deadline. (see Attachment A). Cast Inc. met the criteria and had the highest score.

The Department of Education would like to contract with CAST Inc., as CAST Inc. is the pioneer and leader in the growing field of Universal Design for Learning and has earned international recognition for its innovative contributions to educational solutions, classroom practices, and government policies. CAST Inc. activates the promise of UDL through its activities in the following areas: growing the field of UDL through the development of guidelines and standards; delivering professional development and technical assistance; and dissemination and outreach activities. CAST Inc.'s co-founder, David Rose, has won the honor of a Lifetime Achievement Award in 2017 from the Council for Exceptional Children for contributions to the field of special education.

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

Respectfully Submitted,



Frank Edelbut
Commissioner of Education

Attachment A

New Hampshire Universal Design for Learning Network
Building State and Local Capacity to Improve Results

Proposal Criteria in the RFP

Significance of Proposal	10 points
Quality of Services to be Provided /Evaluation Plan	40 points
Management Plan	15 points
Personnel and Partners	10 points
Adequacy of Resources	25 points

Possible Points 100 points

Three (3) Proposals were received and scored

Name of bidder:

CAST, Inc. Center for Applied Special Technology

<u>Steve Chamberlain</u>	<u>Joanne DeBello</u>	<u>Saundra MacDonald</u>	<u>Steve Nilhaus</u>	<u>Peer Review</u>
92	95	94	94	94

Name of bidder:

Inclusive Technology Solutions, LLC

<u>Steve Chamberlain</u>	<u>Joanne DeBello</u>	<u>Saundra MacDonald</u>	<u>Steve Nilhaus</u>	<u>Peer Review</u>
78	75	78	70	75

Name of bidder:

Enome, Inc. dba Goalbook

<u>Steve Chamberlain</u>	<u>Joanne DeBello</u>	<u>Saundra MacDonald</u>	<u>Steve Nilhaus</u>	<u>Peer Review</u>
33	31	33	36	33

An RFP review occurred on Wednesday, March 22, 2017. The RFP review panel consisted of the following:

Steve Chamberlain

Steve is the Superintendent of the Hopkinton New Hampshire School District located. Under Steve's leadership promotes Universal Design for Leadership to support a one community model that build a district based on care. Steve also has been educating other educators and

community leaders on the Principles of Universal Design for Learning as a framework for educating every student.

Joanne DeBello

Joanne has been a Special Education Teacher for 11 years and Special Education Buildings Coordinator for 5 years. Joanne has provided specially designed for students with a wide-range of disabilities both mild and significant, including those identified with hard of hearing and students that are deaf. She has delivered services in diverse education settings including Regular Education, Resource Room, Special Class, and Separate Schools in both public and private school settings.

Saundra MacDonald

Saundra is the Administrator for the Bureau of Curriculum and Instruction. Prior to employment and the NHDOE, Saundra was a Superintendent and Curriculum and Instruction Director. She has a wide-range of experience teaching several grade levels and subject areas.

Steve Nilhaus is the Superintendent of Schools for the Littleton School District. After serving in several administrative roles in the State of Kansas including Superintendent of Schools and High School Principal along with two positions as a Principal in overseas locations, Steve is now working as the Superintendent of Schools in Littleton, New Hampshire. Steve's experience with Universal Design began during my course work in 2001 for his Doctorate in Education with a minor in Special Education. Steve has always thought the principles of UDL should be used to teach all students, and he is now working in the Littleton School District as Superintendent to adopt these principles in the district's instructional philosophy.

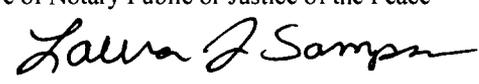
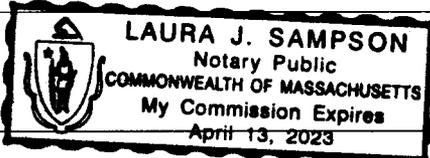
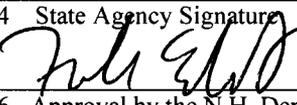
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Education, Bureau of Special Education		1.2 State Agency Address 101 Pleasant Street Concord, New Hampshire 03301	
1.3 Contractor Name Center for Applied Special Technology (CAST, Inc.)		1.4 Contractor Address 40 Harvard Mills, Suite 3 Wakefield, Massachusetts 01880	
1.5 Contractor Phone Number 781-254-2212 x223	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$2,549,873.00
1.9 Contracting Officer for State Agency Santina Thibedeau, Administrator Bureau of Special Education		1.10 State Agency Telephone Number 603-271-3791	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Carol Lacy, CFO/HR Director	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Middlesex</u> On <u>9-14-17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Laura J Sampson 9-14-17			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory FRANK EDELBLUT, Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>10/31/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

Exhibit A

SCOPE OF SERVICES

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

- The NH Department of Education will select up to 60 New Hampshire School Systems and Public Charter Schools to receive customized professional learning opportunities from CAST, Inc. that will support the implementation and scale-up of Universal Design for Learning as a systemic framework for educational decision making. This selection process will be based on need and readiness and will only include applications that include entire K-12 systems. Selected applicants will be provided the opportunity to use the Universal Design for Learning Framework within a multi-tiered system of support that promotes personalized learning, accessibility, and family/student voice. Support will be offered through the following:
 - The opportunity for 60 New Hampshire school districts and Public Charter Schools to participate in the New Hampshire Universal Design for Learning Academy that includes the development of local support teams, professional development opportunities, community planning and implementation, and on-site technical assistance to address systematic integration.
- CAST, Inc. will provide a Statewide Universal Design for Learning Framework (UDL) Awareness Series to increase knowledge and understanding of UDL. This awareness series will complement the New Hampshire Department of Education's current initiatives by offering UDL as an evidence-based framework that addresses the varied needs of all students through access as multiple means of engagement, multiple means of representation, and multiple means of action and expression. This approach will allow educators and families to adjust the pace of learning and to optimize instructional approaches and settings to address the needs of each learner in the following focus areas:
 - Personalized Learning
 - Student Wellness
 - Accessible Educational Materials (NIMAS) in IDEA
 - Assistive Technology in IDEA
 - Family and Student Engagement/Voice
- CAST, Inc. will provide a timeline for each year of the project that includes when goals and objectives will be accomplished and when all activities will begin and end based on the quality indicators. This timeline must include the activities that will be implemented; the resources that will be used to implement them, and the expected outcome(s) of each activity. All documents used in technical assistance activities must be submitted to the Bureau Administrator prior to dissemination. All documents created shall be the property of the Bureau of Special Education.
- CAST, Inc. will convene a Universal Design for Learning Leadership Collaborative to develop an evaluation plan to determine the effectiveness of the project. The evaluation plan should assess whether activities identified in the proposal were accomplished and the impact of the project on building local and State capacity to improve outcomes for all students, including students with disabilities and students who are limited English proficient or those with accelerated learning needs.
- CAST will collaborate with the New Hampshire Department of Education on additional education and educator effectiveness efforts in this state.

Initial CA
Date 9-14-17

Exhibit B

Budget

Description of Services Provided	FY'18	FY'19	FY'20
Component 1: Universal Design for Learning Innovations for up to 60 Schools: <ul style="list-style-type: none"> • Director of Professional Learning • Director of Research & Curriculum • Implementation Specialists • Curriculum & Design Specialist • NH Project Manager • On-Site Visits • Travel Expenses • Materials-1 set of 3 Books for up to 60 Schools 	\$488,190.00	\$487,322.00	\$489,598.00
Component 2: Statewide UDL Framework Awareness Series-Up to 6 Meetings <ul style="list-style-type: none"> • Director of Professional Learning • Director of Research & Curriculum • Implementation Specialists • Curriculum & Design Specialist • NH Project Manager • Travel Expenses 	\$106,911.00	\$107,335.00	\$106,196.00
Component 3: Universal Design for Learning Leadership Collaborative Series: <ul style="list-style-type: none"> • Director of Professional Learning • Director of Research & Curriculum • Implementation Specialists • Curriculum & Design Specialist • NH Project Manager • Onsite Visits • Travel Expenses 	\$106,911.00	\$107,335.00	\$106,196.00
External Evaluator – 10% of Award	\$85,000.00	\$85,000.00	\$85,000.00
Indirect Costs 8%	\$62,961.00	\$62,959.00	\$62,959.00
Totals	\$849,973.00	\$849,951.00	\$849,949.00

Limitations on Price: This contract will not exceed \$2,549,873.00

Initial CA
 Date 9-14-17

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

Account: 06-56-56-562010-25040000-102-500731	<u>FY'18</u>	<u>FY'19</u>	<u>FY'20</u>
Contracts for Program Services	\$849,973.00	\$849,951.00	\$849,949.00

Method of Payment:

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

Invoices will be submitted to:

Mary Lane, Project Director
New Hampshire Universal Design for Learning Network
Building State and Local Capacity to Improve Results
NH Department of Education
Bureau of Special Education
101 Pleasant Street
Concord, New Hampshire 03301

Initial GA
Date 9-14-17

Exhibit C

Any document(s) developed and published, as a project of the New Hampshire State Department of Education (NHDOE), Bureau of Special Education, will recognize the NHDOE, Bureau of Special Education as a sponsor. All documents created shall be the property of the Bureau of Special Education.

Initial AS
Date 9-14-17

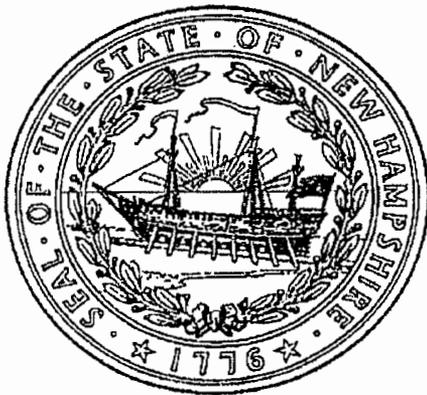
State of New Hampshire

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



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of February A.D. 2017.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



40 Harvard Mills Square, Suite 3
Wakefield, MA 01880-3233

T: 781-245-2212
TTY: 781-245-9320
F: 781-245-5212
Email: cast@cast.org
www.cast.org

CAST Signatory Authority

This is to notify you that in addition to Linda Gerstle, Chief Executive Officer, of CAST, Inc. the following individuals have signature authority for contracts and other such legal documents that arise out of normal business operations.

Among those authorized to sign for CAST, Inc. are the CFO, Carole Lacy, and any other responsible corporate officer, if one of the above are not available. This would include the Secretary and Co-Founder of the organization.

Sincerely,



Linda Gerstle, CEO

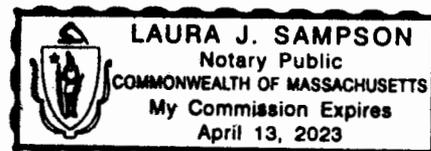


Carole Lacy
CFO

Notarized by:



Notary Public



Sworn to before me on: September 14, 2017
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/23/2017

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).

PRODUCER Elliot Whittier Insurance Services, LLC 75 Sylvan Street Suite B202 Danvers, MA 01923	CONTACT NAME: Barbara Farley PHONE (A/C, No, Ext): FAX (A/C, No): (978) 977-0850 E-MAIL ADDRESS: bfarley@elliottwhittier.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Sentinel Insurance Co., LTD</td> <td>11000</td> </tr> <tr> <td>INSURER B : Hartford Insurance</td> <td></td> </tr> <tr> <td>INSURER C : Carolina Casualty Ins.</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sentinel Insurance Co., LTD	11000	INSURER B : Hartford Insurance		INSURER C : Carolina Casualty Ins.		INSURER D :		INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														
INSURED CAST, Inc. 40 Harvard Mills Sq Suite 3 Wakefield, MA 01880														

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	ADDL INSD	SUBR 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: Hired & Non-Owned only	X		08SBAFO3106	02/01/2017	02/01/2018	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 \$ 4,000,000 Auto liability \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			08SBAFO3106	02/01/2017	02/01/2018	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) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	08WECLD5795	02/01/2017	02/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
C	D&O Liab-ClaimsMade			1544448	04/01/2017	04/01/2018	Limit 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of New Hampshire Department of Education 101 Pleasant St. Concord, NH 03301	CANCELLATION 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 

Mission Statement

CAST's mission is to improve education for all learners through the research, development, and dissemination of educational approaches based on Universal Design for Learning.

Brief Overview of CAST, Inc.

For two decades, CAST has led the development of the growing UDL field. CAST has earned both national and international recognition for its innovative contributions to educational products, classroom practices, and policies. CAST coined the term Universal Design for Learning (UDL) and created its research-based principles and Guidelines.

CAST's ongoing research and development in Universal Design for Learning puts the organization in the unique position of applying research findings directly to instructional practice. From its founding in 1984, CAST has worked closely with students and parents. During the past 17 years, CAST has grown its Professional Learning operation into an international force that works with schools, districts, states, and universities throughout the United States (including New Hampshire) and around the world.

With the support of the Bill & Melinda Gates Foundation, CAST has led multiyear projects to implement UDL in classrooms, districts, and states. CAST has also directed several national centers to provide technical and logistic support at every level of the system—from the state and local education agencies, to students and families – to improve learning opportunities for students with disabilities

CAST has authored seven books on UDL, and these, along with CAST's many free online resources, provide educators with a foundation for applying the UDL principles and guidelines to classroom practice.



Board of Directors-No Compensation

October 2016

Sheldon Berman, Ed.D.

Board Chair

Superintendent of Schools

Andover Public Schools

Andover, MA

Stephen P. Crosby, J.D.

Massachusetts Gaming Commission Chair

Boston, MA

David Flink

Chief Executive Officer/Co-Founder

Eye to Eye

Berkeley, CA

Anne Meyer, Ed.D.

Co-Founder and Chief of Education Design Emeritus

CAST, Inc.

Wakefield, MA

Curtis Richards

Director, Center for Workforce Development

Institute for Educational Leadership

Washington, DC

Anne Schneider

AES Consulting

Fundraising/Video Productions

New York, NY

Logan Smalley

Director of TED-Ed
TED Conference LLC
New York, NY

Deborah P. Waber, Ph.D.

Professor, Dept. of Psychiatry, Harvard Medical School
Director, Learning Disabilities Program, Dept. of Neurology
Director, Behavior Core, Dept. of Psychiatry and Clinical Research Center
Children's Hospital Boston
Boston, MA

Jim Williamson

Williamson Consulting, Inc. (Retired)
Lincoln, MA

Markay Winston

Chief Academic Officer
Dayton Public Schools
Dayton, OH

Paul B. Yellin, MD, FAAP

Associate Professor of Pediatrics, NYU School of Medicine
Great Neck, NY
Director, The Yellin Center for Student Success
New York, NY

Note: The Board of Directors meets three to four times per year.

Board of Directors-Employee/Co-Founder

October 2016

David H. Rose, Ed.D.
Co-Founder and Chief Education Officer
CAST, Inc.
Wakefield, MA



MOODY, FAMIGLIETTI & ANDRONICO
Certified Public Accountants & Consultants

CAST, INC.

**FINANCIAL STATEMENTS AND REPORTS
REQUIRED FOR AUDITS IN ACCORDANCE
WITH *GOVERNMENT AUDITING*
STANDARDS AND UNIFORM GUIDANCE**

SEPTEMBER 30, 2016 AND 2015

Proactive CPA and Consulting Firm



To the Board of Directors
CAST, Inc.
Wakefield, Massachusetts

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of CAST, Inc. (the "Organization"), which comprise the statements of financial position as of September 30, 2016 and 2015, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the Organization's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of CAST, Inc. as of September 30, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.



Other Matters

Report on Schedule of Expenditures of Federal Awards Required by Uniform Guidance

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S., *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 23, 2017 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. The report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Moody, Famiglietti & Andronico, LLP

Moody, Famiglietti & Andronico, LLP
Tewksbury, Massachusetts
February 23, 2017

September 30	2016	2015
Assets		
Current Assets:		
Cash and Cash Equivalents	\$ 2,435,928	\$ 2,486,600
Accounts Receivable	772,004	598,987
Pledges Receivable	148,911	149,088
Prepaid Expenses	117,005	87,560
Total Current Assets	3,473,848	3,322,235
Endowment	64,847	64,847
Investments	2,445,029	2,292,853
Property and Equipment, Net of Accumulated Depreciation	322,421	491,527
Security Deposit	20,150	20,150
Total Assets	\$ 6,326,295	\$ 6,191,612
Liabilities and Net Assets		
Current Liabilities:		
Line of Credit	\$ -	\$ -
Accounts Payable	220,614	116,844
Accrued Expenses	220,420	278,848
Current Portion of Deferred Rent	12,590	8,656
Customer Deposits	145,276	156,730
Total Current Liabilities	598,900	561,078
Deferred Rent, Net of Current Portion	3,148	15,738
Total Liabilities	602,048	576,816
Net Assets:		
Unrestricted	5,370,885	5,356,055
Temporarily Restricted	288,515	193,894
Permanently Restricted	64,847	64,847
Total Net Assets	5,724,247	5,614,796
Total Liabilities and Net Assets	\$ 6,326,295	\$ 6,191,612

For the Years Ended September 30	2016	2015
Changes in Unrestricted Net Assets:		
Unrestricted Revenues, Gains and Other Support:		
Federal Contract Revenue	\$ 4,477,256	\$ 4,253,189
Consulting Revenue	2,239,877	1,868,407
Contributions and Grants	388,915	347,137
Net Assets Released from Restriction	304,293	322,201
Unrealized Gains (Losses) on Investments and Endowments	151,189	(29,881)
Royalties	34,694	40,249
Interest and Dividends	2,478	1,119
Total Unrestricted Revenues, Gains and Other Support	7,598,702	6,802,421
Expenses:		
Program Services:		
Federal Research and Development Projects	2,951,524	2,750,167
Consulting and Educational Tools	1,891,133	1,510,169
Federal Sub-Recipient Research and Development Projects	566,328	536,641
Foundation Research and Development Projects	72,174	125,694
Knowledge Dissemination	70,479	97,527
Total Program Services	5,551,638	5,020,198
Supporting Services:		
General and Administrative	1,838,689	1,526,454
Fundraising	193,545	129,397
Total Supporting Services	2,032,234	1,655,851
Total Expenses	7,583,872	6,676,049
Increase in Unrestricted Net Assets	14,830	126,372
Changes in Temporarily Restricted Net Assets:		
Temporarily Restricted Contributions and Grants	398,911	287,000
Interest and Dividend Income	3	26
Net Assets Released from Restriction	(304,293)	(322,201)
Increase (Decrease) in Temporarily Restricted Net Assets	94,621	(35,175)
Increase in Net Assets	109,451	91,197
Net Assets, Beginning of Year	5,614,796	5,523,599
Net Assets, End of Year	<u>\$ 5,724,247</u>	<u>\$ 5,614,796</u>

Statements of Functional Expenses

CAST, Inc.

For the Year Ended September 30

2016

	Program Services						Supporting Services			Total
	Federal Research and Development Projects	Consulting and Educational Tools	Federal Sub-Recipient Development Projects	Foundation Research and Development Projects	Knowledge Dissemination	Program Services	General and Administrative	Fundraising	Total	
Salaries and Related Benefits	\$ 1,774,542	\$ 983,165	\$ 456,430	\$ 56,717	\$ 6,228	\$ 3,277,082	\$ 1,140,383	\$ 175,461	\$ 4,592,926	
Consultants	439,927	403,946	29,718	10,441	61,666	945,698	157,285	-	1,102,983	
Occupancy	141,767	88,269	40,743	4,666	646	276,091	88,601	12,638	377,330	
Subcontractors	365,450	-	-	-	-	365,450	-	-	365,450	
Travel	124,814	119,145	17,387	105	634	262,085	64,067	455	326,607	
Program and Office Supplies	205	180,638	204	100	100	181,247	20,962	202	202,411	
Depreciation	-	9,489	-	-	-	9,489	150,758	-	160,247	
Programmers	65,600	600	11,800	-	-	78,000	-	-	78,000	
Office Expenses	794	5,649	-	-	-	6,443	61,247	-	67,690	
Telecommunications	1,251	3,164	188	-	-	4,603	51,503	-	56,106	
Computer Expenses	17,998	19,172	2,871	-	-	40,041	14,038	-	54,079	
Dues and Publications	14,186	21,676	2,734	145	255	38,996	7,366	4,485	50,847	
Royalty Expense	-	43,675	-	-	-	43,675	-	-	43,675	
Professional Fees	-	1,265	-	-	270	1,535	36,410	-	37,945	
Repairs and Maintenance	-	-	-	-	-	-	31,791	-	31,791	
Conference and Fees	3,987	846	4,248	-	-	9,081	515	298	9,894	
Insurance	-	-	-	-	-	-	8,369	-	8,369	
Postage	490	4,785	5	-	-	5,280	1,952	6	7,238	
Advertising	-	5,649	-	-	680	6,329	90	-	6,419	
Equipment Rental	-	-	-	-	-	-	2,292	-	2,292	
Staff Development	513	-	-	-	-	513	1,060	-	1,573	
Total Expenses	\$ 2,951,524	\$ 1,891,133	\$ 566,328	\$ 72,174	\$ 70,479	\$ 5,551,638	\$ 1,838,689	\$ 193,545	\$ 7,583,872	

The accompanying notes are an integral part of these financial statements.

Statements of Functional Expenses (Continued)

CAST, Inc.

For the Year Ended September 30

2015

	Program Services						Supporting Services			Total
	Federal Research and Development Projects	Consulting and Educational Tools	Federal Sub-Recipient Research and Development Projects	Foundation Research and Development Projects	Knowledge Dissemination	Total Program Services	General and Administrative	Fundraising		
Salaries and Related Benefits	\$ 1,804,357	\$ 912,673	\$ 428,471	\$ 94,654	\$ 47,709	\$ 3,287,864	\$ 1,052,330	\$ 115,506	\$ 4,455,700	
Consultants	256,560	278,476	34,304	16,965	41,000	627,305	30,903	-	658,208	
Occupancy	151,709	81,509	38,339	12,188	2,811	286,556	99,993	7,554	394,103	
Subcontractors	364,068	-	-	-	-	364,068	-	-	364,068	
Travel	49,046	128,535	26,293	1,651	17	205,542	7,978	1,705	215,225	
Program and Office Supplies	4,604	18,810	961	12	19	24,406	9,575	177	34,158	
Depreciation	-	9,876	-	-	-	9,876	136,157	-	146,033	
Programmers	91,521	10,600	800	-	-	102,921	6,314	-	109,235	
Office Expenses	563	4,102	-	-	-	4,665	33,121	-	37,786	
Telecommunications	1,961	5,298	415	-	-	7,674	55,811	-	63,485	
Computer Expenses	8,267	1,393	-	-	-	9,660	8,230	-	17,890	
Dues and Publications	10,487	26,501	4,778	224	332	42,322	6,285	4,195	52,802	
Royalty Expense	-	21,488	-	-	-	21,488	-	-	21,488	
Professional Fees	-	-	300	-	5,615	5,915	35,104	-	41,019	
Repairs and Maintenance	-	-	-	-	-	-	27,522	-	27,522	
Conference and Fees	5,646	1,991	1,642	-	-	9,279	4,133	260	13,672	
Insurance	-	-	-	-	-	-	9,269	-	9,269	
Postage	380	3,444	20	-	24	3,868	1,117	-	4,985	
Advertising	-	4,793	-	-	-	4,793	320	-	5,113	
Equipment Rental	-	-	-	-	-	-	2,292	-	2,292	
Staff Development	998	680	318	-	-	1,996	-	-	1,996	
Total Expenses	\$ 2,750,167	\$ 1,510,169	\$ 536,641	\$ 125,694	\$ 97,527	\$ 5,020,198	\$ 1,526,454	\$ 129,397	\$ 6,676,049	

The accompanying notes are an integral part of these financial statements.

For the Years Ended September 30	2016	2015
Cash Flows from Operating Activities:		
Increase in Net Assets	\$ 109,451	\$ 91,197
Adjustments to Reconcile Increase in Net Assets to Net Cash (Used In) Provided by Operating Activities:		
Unrealized (Gains) Losses on Investments and Endowments	(151,189)	29,881
Loss on Disposal of Property and Equipment	8,859	1,046
Depreciation	160,247	146,033
(Increase) Decrease in Accounts Receivable	(173,017)	197,858
Decrease (Increase) in Pledges Receivable	177	(22,529)
Increase in Prepaid Expenses	(29,445)	(7,587)
Increase (Decrease) in Accounts Payable	103,770	(15,584)
Decrease in Accrued Expenses	(58,428)	(110,447)
Decrease in Customer Deposits	(11,454)	(21,816)
(Decrease) Increase in Deferred Rent	(8,656)	3,148
Net Cash (Used in) Provided by Operating Activities	(49,685)	291,200
Cash Flows from Investing Activities:		
Purchase of Investments	(987)	(964,858)
Purchase of Property and Equipment	-	(172,887)
Net Cash Used in Investing Activities	(987)	(1,137,745)
Net Decrease in Cash and Cash Equivalents	(50,672)	(846,545)
Cash and Cash Equivalents, Beginning of Year	2,486,600	3,333,145
Cash and Cash Equivalents, End of Year	<u>\$ 2,435,928</u>	<u>\$ 2,486,600</u>

Supplemental Disclosure of Non-Cash Investing Activities:

During the years ended September 30, 2016 and 2015, the Organization disposed of property and equipment with a cost basis of \$42,426 and \$27,923, respectively, and accumulated depreciation of \$33,567 and \$26,877, respectively, resulting in a loss on the disposal of property and equipment in the amount of \$8,859 and \$1,046, respectively.

1. Organization and Significant Accounting Policies:

Reporting Entity: Founded in 1984, CAST, Inc. ("CAST" or the "Organization") is a nonprofit educational research organization located in Wakefield, Massachusetts, whose mission is to expand learning opportunities for individuals with disabilities through innovative use of technology. CAST's staff includes specialists in education, special education, reading and language arts, learning disabilities, neuropsychology, vision rehabilitation, hearing impairment, curriculum design, web development, and programming.

Method of Accounting: The financial statements of the Organization have been prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP).

Classification and Reporting of Net Assets: The Organization reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets; temporarily restricted net assets; and permanently restricted net assets. A description of the three net asset classes follows:

- Unrestricted net assets represent the portion of net assets of the Organization that is neither permanently restricted nor temporarily restricted by donor-imposed stipulations. As of September 30, 2016 and 2015, the Board of Directors designated net assets of \$211,795 and \$332,033, respectively, for reserves and special projects. The use of these designated net assets must be approved by the Board of Directors.
- Temporarily restricted net assets represent contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and released by actions of the Organization pursuant to those stipulations.
- Permanently restricted net assets represent contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of the Organization.

Fair Value Measurements: The framework for measuring fair value provides a fair value hierarchy

that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described as follows:

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access.

Level 2 - Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability; and
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques maximize the use of observable inputs and minimize the use of unobservable inputs.

Revenue Recognition: Revenues are reported as increases in unrestricted net assets unless use of the related assets is limited by donor-imposed restrictions.

The Organization generates consulting revenues from providing professional services. The Organization also generates royalty revenue from the licensing of rights to certain computer software. Revenues are recognized when persuasive evidence of an agreement exists,

1. Organization and Significant Accounting Policies (Continued):

delivery of the services has occurred, the fee is fixed or determinable and collectability is probable. Customer deposits represent payments received for which the aforementioned revenue recognition criteria have not been met.

The Organization provides services under a variety of third-party agreements, including federal contracts, many of which provide for current payment on a provisional basis, subject to cost reports and audits by the respective contracting parties.

Cash and Cash Equivalents: The Organization maintains its cash in bank deposit accounts, which at times, may exceed federally insured limits. The Organization has not experienced any losses in such accounts and therefore believes it is not exposed to any significant risks on cash and equivalents. The Organization has a cash management program which provides for the investments of excess cash balances in money market accounts. The Organization considers highly liquid investments with original maturities of three months or less when purchased to be cash equivalents.

Contributions and Pledges Receivable: Contributions, including unconditional promises to give, are recognized as revenue in the period the promise is (pledged) received. Conditional promises to give are not recognized until they become unconditional; that is at the time when the conditions on which they depend are substantially met. Contributions of assets other than cash are reported at their estimated fair value. Pledges receivable to be received after one year are discounted at an appropriate discount rate commensurate with the risk involved. Amortization of the discount is recorded as additional contribution revenue in accordance with donor-imposed restrictions, if any, on the contributions.

Contributions recognized with donor-imposed restrictions that are met in the same year as recognized are reported as revenues of the temporarily restricted net asset class. Contributions received with donor-imposed restrictions that are met subsequent to the year in which they are recognized are also reported as revenues of the temporarily restricted net asset class when they are recognized. A reclassification to unrestricted net assets is made to reflect the expiration of such restrictions in the year the restriction is met.

Endowment income earned on permanently restricted net assets that is earned and expended in the same year in accordance with donor-designated restrictions is reported as revenue of the temporarily net asset class in the statements of activities. Contributions of donated services are reported as revenues and expenses of the unrestricted net asset class at the fair value of the service received only if the services create or enhance a nonfinancial asset or would typically need to be purchased by the Organization if they had not been provided by individuals with those skills. Contributions of goods and space to be used in program operations are reported as revenues and expenses of the unrestricted net asset class at the time the goods or space is received.

Receivables: Receivables are stated at the amount management expects to collect from outstanding balances. An allowance for doubtful accounts is provided for those receivables considered to be uncollectible based upon management's assessment of the collectability of receivables, which considers historical write-off experience and any specific risks identified in customer or donor collection matters. Bad debts are written off against the allowance when identified. As of September 30, 2016 and 2015, management believes an allowance of uncollectible receivables is unnecessary.

Investments and Investment Income: Investments are reported at fair value as of the date of the statements of financial position. Realized and unrealized gains and losses are reflected in the total unrestricted revenues, gains and other support in the accompanying statements of activities. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulation or by law.

Concentration of Credit Risk: Financial instruments that potentially subject the Organization to concentration of credit risk consist primarily of cash, cash equivalents, investments, endowment, pledges and receivables. The Organization maintains its cash, cash equivalents, investments and endowment with high-credit quality financial institutions. The Organization believes it is not exposed to any significant losses due to credit risk on cash and cash equivalents. Receivables are carried at the outstanding balance, less an estimate made for doubtful receivables, if any.

1. Organization and Significant Accounting Policies (Continued):

Management determines the allowance for doubtful accounts by identifying troubled receivables and by using historical experience applied to an aging of receivables, based on payment history and assessment of the donor's or grantor's or customer's credit worthiness. Receivables are written off when deemed uncollectible. Recoveries of receivables previously written off are recorded when received. Consequently, the Organization believes that its exposure to losses due to credit risk on receivables is limited.

Other Risks and Uncertainties: Due to the level of risk associated with certain investment securities and the level of uncertainty related to changes in the value of investment securities, it is at least reasonable possible that changes in the values of the investment securities will occur in the near term and that such changes could materially affect the amounts reported in the statements of financial position.

Endowment: The Board of Directors has interpreted the laws as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary.

Permanently restricted net assets have been reflected to consist of the original value of the gifts donated to the permanent endowment at the date of gift plus any accumulations to the permanent endowment made in accordance with the applicable donors' explicit directions. Any excess donor-restricted endowment fund above the designated balance is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner considered to be prudent under current Massachusetts state law. From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Organization to retain as a fund of perpetual duration. Deficiencies of this nature would be reported in unrestricted net assets.

Property and Equipment: Property and equipment are stated at cost on the date of acquisition, or at fair value on the date of donation. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets, which are as follows:

Leasehold Improvements	Shorter of Lease Term or Estimated Useful Life
Office Equipment	5 Years
Software	3 Years
Furniture and Fixtures	4 - 7 Years

Deferred Rent: The Organization records rent expense on a constant periodic rate over the term of the lease agreement. The excess of the cumulative rent expense incurred over the cumulative amounts due under the lease agreement is deferred and recognized over the term of the lease.

Advertising Costs: The Organization expenses advertising costs as incurred. During the years ended September 30, 2016 and 2015, the Organization incurred advertising expense in the amount of \$6,419 and \$5,113, respectively.

Research and Development Costs: The Organization expenses all research and development costs as incurred.

Functional Allocation of Expenses: Expenses are reported as decreases in unrestricted net assets. The costs of providing the Organization's program and supporting services have been summarized on a functional basis. Expenses related directly to program activities are charged directly to program services while other expenses that are common to several functions are allocated based on management's estimates, among major classes of programs services and supporting activities.

Income Taxes: The Organization is a nonprofit corporation as described in Section 501(c)(3) of the Internal Revenue Code and is exempt from federal and state income taxes on trade or business profits generated by activities related to the Organization's exempt function. The Organization may be subject to federal and state income taxes for profits generated from unrelated trade or business income. The Organization has determined that it does not have any liabilities associated with unrelated trade or business income and, as a result, no provision for income taxes is presented in the accompanying financial statements.

1. Organization and Significant Accounting Policies (Continued):

The Organization assesses the recording of uncertain tax positions by evaluating the minimum recognition threshold and measurement requirements a tax position must meet before being recognized as a benefit in the financial statements. The Organization's policy is to recognize interest and penalties accrued on any uncertain tax positions as a component of income tax expense, if any, in its statements of activities.

Use of Estimates: The Organization has used estimates and assumptions relating to the reporting of assets and liabilities and the disclosure of contingent assets and liabilities in its preparation of the financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP). Actual results experienced by the Organization may differ from those estimates.

Reclassification: Certain accounts in the September 30, 2015 financial statements have been reclassified for comparative purposes to conform to the September 30, 2016 financial statements. The reclassification of balances for the year ended September 30, 2015 include unrestricted restricted interest and dividend income, which has been reclassified to temporarily

restricted interest and dividend income and net assets released from restriction.

Subsequent Events: Management has evaluated subsequent events spanning the period from September 30, 2016 through February 23, 2017, the date the financial statements were available to be issued.

2. Pledges Receivable:

Pledges receivable as of September 30, 2016 and 2015 are expected to be collected in less than one year. As of September 30, 2016 and 2015, pledge receivables amounted to \$148,911 and \$149,088, respectively.

3. Donated Goods and Services:

The Organization receives donated goods and services relating to administrative expenses. The estimated fair value for goods and services is determined by the donor or by management. During the year ended September 30, 2015, the Organization received donated legal services in the amount of \$490. No donated legal services were received during the year ended September 30, 2016.

4. Investments and Endowment:

Investments and endowment as of September 30, 2016 and 2015 consist of the following:

	As of September 30, 2016		
	Investments	Endowment	Total
Investments:			
Exchange Traded Funds	\$ 2,150,592	\$ 64,847	\$ 2,215,439
Money Market Funds	294,437	-	294,437
Total	<u>\$ 2,445,029</u>	<u>\$ 64,847</u>	<u>\$ 2,509,876</u>
	As of September 30, 2015		
	Investments	Endowment	Total
Investments:			
Exchange Traded Funds	\$ 1,999,403	\$ 64,847	\$ 2,064,250
Money Market Funds	293,450	-	293,450
Total	<u>\$ 2,292,853</u>	<u>\$ 64,847</u>	<u>\$ 2,357,700</u>

Endowments: During the years ended September 30, 2016 and 2015, there were no realized or unrealized gains (losses) on the endowment. The changes in the endowment balance by net asset classification as of September 30, 2016 and 2015 consists of the following:

	Temporarily Restricted	Permanently Restricted	Total
Endowment Balance, September 30, 2014	\$ -	\$ 64,847	\$ 64,847
Investment Returns:			
Interest and Dividend Income	3	-	3
Total Investment Returns	<u>3</u>	<u>-</u>	<u>3</u>
Appropriation of Endowment Assets for Donor-Designated Expenditures	<u>(3)</u>	<u>-</u>	<u>(3)</u>
Endowment Balance, September 30, 2015	<u>\$ -</u>	<u>\$ 64,847</u>	<u>\$ 64,847</u>
Investment Returns:			
Interest and Dividend Income	26	-	26
Total Investment Returns	<u>26</u>	<u>-</u>	<u>26</u>
Appropriation of Endowment Assets for Donor-Designated Expenditures	<u>(26)</u>	<u>-</u>	<u>(26)</u>
Endowment Balance, September 30, 2016	<u>\$ -</u>	<u>\$ 64,847</u>	<u>\$ 64,847</u>

5. Fair Value Measurements:

Investments and endowment assets measured at fair value on a recurring basis at as of September 30, 2016 and 2015 were as follows:

	2016				
	Totals	Fair Value Measurements at Reporting Date Using			
		Quoted Prices in Active Markets for Identical Assets or Liabilities (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
Investments:					
Money Market Funds	\$ 294,437	\$ 294,437	\$ -	\$ -	
Exchange Traded Funds					
Intermediate-Term Bond	1,366,207	1,366,207	-	-	
World Blend	347,331	347,331	-	-	
Large Blend	313,372	313,372	-	-	
Foreign Large Blend	123,682	123,682	-	-	
	<u>2,445,029</u>	<u>2,445,029</u>	<u>-</u>	<u>-</u>	
Endowment:					
Exchange Traded Funds					
Intermediate-Term Bond	41,196	41,196	-	-	
World Blend	10,473	10,473	-	-	
Large Blend	9,449	9,449	-	-	
Foreign Large Blend	3,729	3,729	-	-	
	<u>64,847</u>	<u>64,847</u>	<u>-</u>	<u>-</u>	
	<u>\$ 2,509,876</u>	<u>\$ 2,509,876</u>	<u>\$ -</u>	<u>\$ -</u>	

5. Fair Value Measurements (Continued):

	2015			
	Totals	Fair Value Measurements at Reporting Date Using		
		Quoted Prices in Active Markets for Identical Assets or Liabilities (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Investments:				
Money Market Funds	\$ 293,450	\$ 293,450	\$ -	\$ -
Exchange Traded Funds				
Intermediate-Term Bond	1,294,471	1,294,471	-	-
World Blend	322,347	322,347	-	-
Large Blend	270,546	270,546	-	-
Foreign Large Blend	112,039	112,039	-	-
	<u>2,292,853</u>	<u>2,292,853</u>	<u>-</u>	<u>-</u>
Endowment:				
Exchange Traded Funds				
Intermediate-Term Bond	41,984	41,984	-	-
World Blend	10,455	10,455	-	-
Large Blend	8,775	8,775	-	-
Foreign Large Blend	3,633	3,633	-	-
	<u>64,847</u>	<u>64,847</u>	<u>-</u>	<u>-</u>
	<u>\$ 2,357,700</u>	<u>\$ 2,357,700</u>	<u>\$ -</u>	<u>\$ -</u>

6. Property and Equipment:

Property and equipment as of September 30, 2016 and 2015 consists of the following:

	2016	2015
Leasehold Improvements	\$ 693,506	\$ 693,506
Office Equipment	490,044	532,470
Software	462,484	462,484
Furniture and Fixtures	239,198	239,198
	<u>1,885,232</u>	<u>1,927,658</u>
Less: Accumulated Depreciation	1,562,811	1,436,131
	<u>\$ 322,421</u>	<u>\$ 491,527</u>

During the years ended September 30, 2016 and 2015, depreciation expense amounted to \$160,247 and \$146,033, respectively.

7. Line of Credit:

The Organization has a \$500,000 line of credit agreement with a bank, subject to annual renewal by the bank on March 31, with interest equal to the bank's base lending rate (3.990% at September 30, 2016). The line of credit is secured by all assets of the Organization. There was no outstanding balance under this line of credit agreement as of September 30, 2016 and 2015.

This line of credit agreement contains financial covenants with which the Organization is required to comply. The Organization was not in compliance with the a covenant to provide audited financial statements within ninety days of its fiscal year end for the year ended September 30, 2016.

8. Temporarily Restricted Net Assets:

Temporarily restricted net assets, as of September 30, 2016 and 2015, include unexpended contributions and grants temporarily restricted by donors for the following purposes:

	2016	2015
Purpose and Time Restricted:		
Program:		
UDL Teacher Coaching	\$ 148,911	\$ -
New Teacher Center	78,134	-
Ed Tech Hack-a-thon	35,000	-
Positive Classroom	26,470	148,894
Professional Learning Modules	-	<u>20,000</u>
	288,515	168,894
Time Restricted:		
General Support	-	<u>25,000</u>
	<u>\$ 288,515</u>	<u>\$ 193,894</u>

9. Permanently Restricted Net Assets:

Permanently restricted net assets totaling \$64,847 as of September 30, 2016 and 2015, represent contributions for the Borghi Endowment Fund of \$16,632 and the Elspeth Sladden Teacher Education Fund, in the amount of \$51,215, whose principal has been permanently restricted by donors. Gains generated from the Borghi Endowment Fund may be used for web-based programs. Gains generated from the Elspeth Sladden Teacher Education Fund may be used for general operations of the various programs.

10. Net Assets Released from Restrictions:

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes specified by donors or by the passage of time. Net assets released from restriction during the years ended September 30, 2016 and 2015 consists of the following:

	2016	2015
Positive Classroom	\$ 122,424	\$ 1,106
General Support	75,003	100,026
Ed Tech Hack-a-thon	65,000	-
New Teacher Center	21,866	-
Professional Learning Module	20,000	80,000
StoryShare	-	12,000
Parent Website	-	129,069
	<u>\$ 304,293</u>	<u>\$ 322,201</u>

11. Operating Leases:

The Organization is party to an operating lease for office space in Wakefield, Massachusetts, with an amended expiration date of December 2017. Under the terms of this lease agreement, the Organization is required to remit escalating monthly rental payments. Rent expense incurred by the Organization under this lease agreement amounted to \$325,777 for both the years ended September 30, 2016 and 2015.

The Organization leases certain equipment under an operating lease. The lease agreement expires in December 2017. Equipment rent expense incurred by the Organization amounted to \$2,292 for each of the years ended September 30, 2016 and 2015.

Future minimum rental payments due under these noncancelable lease agreements as of September 30, 2016 are as follows:

<u>Year Ended</u> <u>September 30,</u>	
2017	\$ 340,659
2018	<u>85,165</u>
	<u>\$ 425,824</u>

12. Retirement and Fringe Benefits:

The Organization sponsors an IRC Section 403(b) plan to eligible employees, which allows participants to defer a portion of their salaries into a variety of investment options. The plan is for employee salary deferrals only, not to exceed the legal limit. Depending upon length of service, the Organization makes a matching contribution to the plan each year up to 10% of all participants' compensation. Total expenses related to this plan amounted to \$272,189 and \$262,804, for the years ended September 30, 2016 and 2015, respectively.

13. Concentrations:

The Organization received approximately 42% and 46% of its revenues from two federal contracts during the years ended September 30, 2016 and 2015, respectively. As of September 30, 2016 and 2015, 33% and 50% of the receivable outstanding were due from these same two federal contracts. Additionally, 11% of accounts receivable was due from a separate contractor as of September 30, 2016.

14. Commitments and Contingencies:

Indemnifications: In the ordinary course of business, the Organization enters into various agreements containing standard indemnification provisions. The Organization's indemnification obligations under such provisions are typically in effect from the date of execution of the applicable agreement through the end of the applicable statute of limitations. The aggregate maximum potential future liability of the Organization under such indemnification provisions is uncertain. As of September 30, 2016 and 2015, no amounts have been accrued related to such indemnification provisions.

Contingencies: From time to time, the Organization is included in legal and administrative proceedings and claims of various types, which arise in the ordinary course of business. In the opinion of the Organization's management, based on information furnished by counsel and others, the ultimate liability, if any, of the aforementioned claims is not expected to have a material impact on the Organization's financial position.

15. Federal Contract Revenues:

The Organization receives funding under various direct federal and pass-through contracts. The following is a summary of contracts awarded:

<u>CFDA Number/Project Title</u>	<u>Performance Period</u>	<u>Total Award</u>	<u>Federal Contract Revenues for the Year Ended September 30, 2016</u>
84.327Z National Center on Accessible Educational Materials for Learning	10/01/2014 - 9/30/2019	\$ 5,999,316	\$ 1,142,345
84.327S UDL Science Notebook: Scaling an Inclusive Solution to Sense Making in Science	08/1/2015 - 07/31/2020	2,249,647	297,309
84.327M Center for Use of Emerging Technologies to Improve Literacy Achievement for Students with Disabilities in Middle School	01/01/2012 - 12/31/2016	9,978,548	2,069,658
84.327U Center on Online Learning and Students with Disabilities	01/01/2012 - 12/31/2016	2,158,687	410,506
84.324A Efficacy Study of the Universally Designed Notebook: An Intervention to Support All Students Elementary School Science Learning	7/1/2016-6/30/2020	3,499,149	54,362
84.411C Redesigning Secondary Courses to Improve Academic Outcomes Related to Higher Standards for Students with Disabilities & Other Underperforming Students	8/1/2016-12/31/2018	436,650	29,078
47.076 Reclaiming Access to Inquiry-Based Science Education for Incarcerated Students	10/01/2014 - 09/30/2018	1,200,000	318,806
47.076 Inquiry Primed: An Intervention to Mitigate the Effects of Stereotype Threat in Science	09/15/2013 - 08/31/2016	<u>449,968</u>	<u>155,192</u>
Total Federal Contracts		<u>\$ 25,971,965</u>	<u>\$ 4,477,256</u>

For the Year Ended September 30

2016

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA Number	Pass - Through Entity Identifying Number	Amounts Provided to Subrecipients	Total Federal Expenditures
<u>Major Programs:</u>				
U.S. Department of Education:				
Direct Funding:				
Special Education_Technology, Media, and Materials for Individuals with Disabilities	84.327	N/A	\$ -	\$ 1,142,345
		N/A	306,899	2,069,658
		N/A	-	297,309
Pass-Through Online Learning Special Education_Technology, Media, and Materials for Individuals with Disabilities	84.327	FY2012-066-M7	-	410,506
Total Major Program			<u>306,899</u>	<u>3,919,818</u>
<u>Non-Major Programs:</u>				
U.S. Department of Education:				
Direct Funding:				
Efficacy Study of Universally Designed Notebook: An Intervention to Support All Students Elementary School Science Learning	84.324A	N/A	-	54,362
Pass-Through Redesigning Secondary Courses to Improve Academic Outcomes Related to Higher Standards for Students with Disabilities	84.411C	P23015	-	29,078
Total U.S. Department of Education			<u>-</u>	<u>83,440</u>
<i>Research and Development Cluster</i>				
National Science Foundation:				
Direct Funding:				
Education and Human Resources	47.076	N/A	-	155,192
Pass-Through Noyce Foundation Education and Human Resources	47.076	15-008460A	-	318,806
Total Research and Development Cluster			<u>-</u>	<u>473,998</u>
Total Non-Major Program			<u>-</u>	<u>473,998</u>
Total Expenditures of Federal Awards			<u>\$ 306,899</u>	<u>\$ 4,477,256</u>

Notes to the Schedule of Expenditures of Federal Awards for the Year Ended September 30, 2016***Note 1- Basis of Presentation***

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of CAST, Inc. (the "Organization") under programs of the federal government for the year ended September 30, 2016. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets or cash flows of the Organization.

Note 2- Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

Note 3 - Indirect Cost Rate

The Organization has elected not to use the 10-percent de minimis indirect cost rate allowed under Uniform Guidance.



MOODY, FAMIGLIETTI & ANDRONICO
Certified Public Accountants & Consultants

To the Board of Directors
CAST, Inc.
Wakefield, Massachusetts

Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the accompanying financial statements of CAST, Inc. (the "Organization"), which comprise the statement of financial position as of September 30, 2016, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated February 23, 2017.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered CAST, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.



Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Moody, Famiglietti & Andronico, LLP

Moody Famiglietti & Andronico, LLP
Tewksbury, Massachusetts
February 23, 2017

To the Board of Directors
CAST, Inc.
Wakefield, Massachusetts

Independent Auditors' Report on Compliance for Each Major Federal Program and on Internal Control over Compliance Required by Uniform Guidance

Report on Compliance for Each Major Federal Program

We have audited CAST, Inc.'s (the "Organization") the compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended September 30, 2016. The Organization's major federal programs are identified in the summary of independent auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the Organization's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Organization's compliance.

Opinion on Each Major Federal Program

In our opinion, CAST, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2016.



Report on Internal Control over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Moody, Famiglietti & Andronico, LLP

Moody, Famiglietti & Andronico, LLP
Tewksbury, Massachusetts
February 23, 2017

Year Ended September 30, 2016

I. Summary of Independent Auditors' Results

Financial Statements

Type of auditors' report issued: Unmodified

Internal control over financial reporting:

- Material weakness identified? Yes No
- Significant deficiencies identified that are not considered to be material weaknesses? Yes None Reported

Noncompliance material to financial statements noted? Yes No

Federal Awards

Internal control over major programs:

- Material weakness identified? Yes No
- Significant deficiencies identified that are not considered to be material weaknesses? Yes None Reported

Type of auditors' report issued on compliance for major programs: Unmodified

- Any audit findings disclosed that are required to be reported in accordance with section 2 CFR section 200.516(a)? Yes No

Identification of major program:

CFDA Number(s)

84.327

Name of Federal Program or Cluster

Special Education- Technology, Media and Materials for Individuals with Disabilities

Dollar threshold used to distinguish between Type A and Type B programs \$750,000

Auditee qualifies as low-risk auditee? Yes No

Year Ended September 30, 2016

II. Financial Statement Findings:

A. Significant Deficiencies or Material Weaknesses in Internal Control Over Financial Reporting

None

B. Compliance Findings

None

III. Federal Award Findings and Questioned Costs:

A. Significant Deficiencies or Material Weaknesses in Internal Control Over Compliance

None

B. Compliance Findings

None

Year Ended September 30, 2016

Prior Year Findings:

None

1 Highwood Drive | Tewksbury, MA 01876

JENNIFER A. LEVINE

AREAS OF EXPERTISE

- Instructional Leadership
- Adult/Professional Learning
- Educational Data Analysis
- Strategic Planning
- Community Outreach
- Curriculum Development
- Capacity Building
- Budget Management
- Staff Evaluation
- Data-Driven Decision-Making
- Team-Building
- Universal Design for Learning

EDUCATION

M.Ed. –Harvard University Graduate School of Education, Principal Licensure (June 2005)

Including coursework in Instructional Leadership, Educational Law, School Reform, Inclusive Education, Data Analysis, Educational Testing, and Leadership of Social Enterprise (at Harvard Business School).

M.Ed. –Harvard University Graduate School of Education, Adolescent Risk and Prevention (June 1997)

Including coursework in Urban Policy, Achievement Motivation, Ethnicity and Education, Adolescent Development, and Social Organizing (at the Kennedy School of Government)

BA –Oberlin College, Black Studies major with concentration in Urban Education (December 1993)

WORK EXPERIENCE

CAST, Inc., Wakefield, MA

2016-Present

Director of Professional Learning, Lead Implementation Specialist

- Work in conjunction with CAST staff, funders, schools, districts, and departments of education to oversee all UDL implementation projects; coordinate, facilitate, and structure all work of the Implementation Specialist Team (IST) to ensure the successful delivery of implementation services.
- Provide vision and leadership to foster continuous growth of the IST, identify best practices, and innovate in the services we provide.
- Serve as the main point of contact for customized implementation projects.
- Provide effective and motivating professional learning to individuals, teams, and large groups of educators; meet monthly with school-based teams to support the implementation of UDL in their classrooms and schools.

Community Academy, Boston Public Schools

2005-2016

Headmaster

- Recruited, hired, trained, and developed a diverse staff that effectively met the educational and social-emotional needs of Community Academy's unique population of students; encouraged leadership roles among staff members and supported them to design and run effective professional development that aligned with the school's instructional vision.
- Developed systems that maximize learning and growth for students and faculty members; ensured that the school was a safe and nurturing environment for all community members; managed school, facilities, and operations.
- Supervised all staff, including teaching staff, to ensure the realization of the school-wide vision.
- Strengthened teacher and staff capacity to cultivate and sustain meaningful partnerships with families of diverse backgrounds and with community members that supported student achievement and student wellbeing.

Assistant Headmaster

- Supervised all teaching staff, providing individual and group professional development to advance pedagogical skills and techniques; led the Instructional Leadership Team in its work to develop and reform the instructional vision for the school; coordinated school-wide curriculum.
- Assumed the role of Headmaster when he was off-site, including enforcement of the Code of Conduct, administration of student intakes, and supervision of all staff.
- Collected and analyzed data, using the results to inform instruction; used data to run school-wide professional development initiatives; managed all student-performance data.

- In conjunction with the Headmaster, oversaw recruitment and hiring, managed budget, and supported teachers with licensing and certification matters.

Harvard University/McLean Hospital, Cambridge and Boston, Massachusetts

2003-2004

RALLY Associate Director

- Oversaw and managed school-based prevention programs in Boston, including creating, developing, and facilitating trainings; directly supervised five staff and indirectly supervised 30; was in charge of hiring, supervising, and performance management of all staff; developed and facilitated individual and group staff development.
- Developed, implemented, and maintained consultation to national and international sites, including recruitment, program development, training, technical assistance, and evaluation.
- With Executive Director and Financial Director, developed and managed the RALLY budget of approximately 1 million dollars. Worked closely with grant writers and administrative staff to write 8and prepare grant proposals, report on awarded grants, and develop relationships with funders.
- Supervised the Evaluation Coordinator in work that relates to the collection of data and the design of evaluation for local and national sites.

Pathway Program, Chelsea Public Schools, Chelsea, Massachusetts

1998-2003

Director

- Administrated an alternative high school program for 17- to 21-year-old adolescents who had previously dropped out, been expelled from, or were at risk of dropping out of public high school.
- Supervised all teachers and staff: responsible for hiring and firing of employees, one-on-one supervision, daily classroom observations, running of weekly staff meetings, and professional development.
- Along with the teaching staff, created program mission; redesigned project-based, student-centered program curriculum; created core course projects in all subject areas to meet Massachusetts Curriculum Frameworks; and designed classroom curriculum.
- Responsible for student admissions, student and staff schedules, report cards, discipline policy and enforcement, and all other administrative duties.
- Analyzed data from standardized and in-house testing to inform curriculum and professional development.
- Organized an international exchange program and worked with community members to raise funds to take Pathway students to the Dominican Republic, where they lived in rural homes and taught literacy classes to children who have no access to public education. In addition, I organized student-led community-service activities, weekly field trips, bi-monthly open-houses, and coordinated community organizations to donate weekly field trips to the Program.
- Taught mathematics and English classes.

Bridge Over Troubled Waters, Boston, Massachusetts

1997-1998

GED Teacher

- Taught math, science, social studies, and general GED classes to homeless and runaway adolescents.
- Designed curriculum in all subject areas.
- Worked as an on-call runaway counselor on weekends, counseling youth and their parents and providing emergency shelter for homeless teenagers.

Charles A. Hall Middle School, Baltimore, Maryland

1995-1996

Social Studies Department Head

- Taught sixth grade World History and seventh and eighth grade United States History in a low-income urban school in Baltimore, Maryland.
- As Department Head, designed curriculum, met weekly with other teachers, and acted as teacher-liaison to the school administration.

Fey y Alegría Primary School, Quito, Ecuador

1993-1995

Math and Reading Teacher

- Taught basic literacy and mathematics to child laborers and homeless children age eleven to eighteen.
- Designed and implemented curriculum, planned field trips and weekly art project for grades one through six.
- Taught all subjects in Spanish.

COMMUNITY INITIATIVES

Phoenix Charter Academy Founding Member

2003-2005

- As one of the six founding members of the Phoenix Charter Academy, worked intimately on all parts of the charter application, including program and curriculum design, assessment, special education, scheduling, and governance. Phoenix is a unique un-tracked high school that serves 15- to 21-year-old students who have been unsuccessful in the traditional school. This population includes pregnant and parenting girls and boys, gang-involved youth, students with learning disabilities, students who are two or more grade levels behind schedule, immigrant and refugee adolescents, and English Language Learners, among other alternative populations of students.

SPECIAL SKILLS

Fluent in Spanish, including ability to read, write, and lead classroom discussion in Spanish.

JENNIFER WASSON GRAVEL

EDUCATION

- Harvard Graduate School of Education**, Cambridge, MA March 2017
Ed.D., Education Policy, Leadership, and Instructional Practice
Dissertation: A disciplined application of Universal Design for Learning (UDL): Supporting teachers to apply UDL in ways that promote disciplinary thinking in English Language Arts (ELA) among diverse learners
Committee: Dr. Thomas Hehir, Dr. Meira Levinson, Dr. Jal Mehta, and Dr. David Rose
Honors: Harvard Presidential Scholar
- Ed.M. Education Policy and Management; Special Education focus 2005
- Colby College**, Waterville, ME 2002
B.A. Government and Spanish (summa cum laude)
Honors: Phi Beta Kappa, National Political Honor Society, National Spanish Honor Society
- Universidad de Salamanca**, Salamanca, Spain Spring 2001

PROFESSIONAL EXPERIENCE

- CAST**, Wakefield, MA 2017–present
Director of Research and Curriculum for Professional Learning
Lead efforts to connect research and practice by supporting educators to apply UDL to the classroom in order to engage all learners in rich, sophisticated learning opportunities.
- Harvard University Public School Partnerships**, Allston, MA 2015–present
UDL Facilitator for the UDL Learning Community
Provide ongoing support to team of teachers to apply UDL to the classroom.
- Harvard Graduate School of Education**, Cambridge, MA 2010–2015
Teaching Fellow for Dr. Thomas Hehir and Dr. David Rose
Served on the teaching teams for courses on inclusive education and UDL.
- CAST**, Wakefield, MA 2007–2014
Consultant, UDL “Look For” Prompts 2014
Collected and analyzed educators’ perceptions of successful UDL application.
- Manager, National Center on Universal Design for Learning* 2009–2010
Led the start-up of a national center aimed to advance successful UDL implementation.
- Research Associate* 2007–2010
Collaborated on a diversity of projects exploring UDL: CAST’s UDL Guidelines; Co-Editor of A Policy Reader in Universal Design for Learning; Accessible Instructional Materials (AIM) Consortium; Center for Implementing Technology in Education (CITED); National Alternate Assessment Center (NAAC); Principled Science Assessment Designs for Students with Disabilities (PADI-SE); Google Literacy Project “UDL Editions.”

Malden Public Schools, Ferryway School, Malden, MA 2005–2007
Middle School Special Education Teacher

Federation for Children with Special Needs, Boston, MA 2003–2004
Staff Assistant for the Early Intervention Training Center

SELECTED PUBLICATIONS

Gravel, J.W. (in press). “Going deep”: Leveraging Universal Design for Learning to engage all learners in rich disciplinary thinking in ELA. *Teachers College Record*.

Gravel, J.W., Edwards, L.A., Buttimer, C. J., & Rose, D.H. (2015). Universal design for learning in postsecondary education: Reflections on principles and their application. In S.E. Burgstahler (Ed.) *Universal design in higher education: From principles to practice, 2nd edition* (pp. 81-100). Cambridge, MA: Harvard Education Press.

Rose, D.H., & **Gravel, J.W.** (2013). Using digital media to design student-centered curricula. In R. E. Wolfe, A. Steinberg, & N. Hoffmann (Eds.) *Anytime, Anywhere: Student-Centered Learning for Students and Teachers* (pp. 77-101). Cambridge, MA: Harvard Education Press.

Gordon, D. T., **Gravel, J.W.**, & Shifter, L. A. (Eds.). (2009). *A policy reader in universal design for learning*. Cambridge, MA: Harvard Education Press.

PROFESSIONAL SERVICE

Harvard Editorial Review, Cambridge, MA 2014–2016
Editor (2014-2016), Solicitations Editor (2015-2016)

Derek Bok Center for Teaching and Learning, Harvard University, Cambridge, MA 2012
Workshop Designer and Facilitator

Tufts University, Medford, MA 2008–2010
Masters of Arts in Teaching (MAT) Candidate Supervisor

SELECTED CONFERENCE PRESENTATIONS

Gravel, J.W. (2016). A disciplined application of Universal Design for Learning: Promoting students’ disciplinary thinking in ELA. Presented at the 2016 American Educational Research Association (AERA) Annual Meeting, Washington D.C.

Gravel, J.W. (2014). Articulating the *learning* in Universal Design for Learning (UDL): An exploration of the intersections between UDL and disciplinary thinking. Presented at the Harvard Graduate School of Education 2014 Student Research Conference, Cambridge, MA.

Blackorby, J., Cheng, B., Estrella Villalba, S., Haertel, G., Hamel, L., Hansen, E., Haydel DeBarger, A., Javitz, H., Mislevy, R.J., Mitman, A.L., Murray, E. A., **Wasson, J.**, & Zhang, T. (2009). Improving the Validity of Large-Scale, Statewide Science Assessments for Students With Disabilities. Presented at the 2009 American Educational Research Association (AERA) Annual Meeting, San Diego, CA.

Aniello L. Albero

Objective

To utilize my personal strengths in instructional strategies, assessment, data analysis, intervention, and special education to create a culture of learning where teachers are able to meet the needs of all students by creating a challenging and engaging learning environment that promotes intellectual development, creativity, and inquiry. To work with colleagues in a culture of collaboration to develop practices, materials, and protocols that support 21st Century Learners through the use of technology and research based practices to meet the needs of all learners.

Education

CERTIFICATE OF ADVANCED GRADUATE STUDIES | DECEMBER 2015 | AMERICAN INTERNATIONAL COLLEGE

- Educational Leadership (Principal/ Assistant Principal K-6)

MASTERS IN EDUCATION | MAY 2002 | SACRED HEART UNIVERSITY

- Concentration in Reading

BACHELORS IN EDUCATION | MAY 1997 | PROVIDENCE COLLEGE

- Elementary / Special Education

Certifications

Completed MA-PAL Administrator Evaluation System

Initial Administrators License in Principal/Assistant Principal (K-6) / *Pending SEI Endorsement in Spring 2016*

Middle School Mathematics

Elementary Teacher K – 6

Special Education Teacher K -12

Experience

MATHEMATICS CURRICULUM SPECIALIST | GARDNER PUBLIC SCHOOLS | GARDNER, MA | 2009 - 2015

- Designed, modeled and co-taught over one thousand lessons aimed at reaching the mathematics content and practice standards of the Massachusetts Frameworks 2011 while utilizing best practices for instruction
- Developed district approved lesson observation tool and used in observation and feedback for teachers
- Designed, scheduled, trained staff, and tracked data for a RTI block of instruction to service students as outlined in the Massachusetts Tiered Model of Instruction
- Provided professional development on best practices including Accountable Talk, Universal Design for Learning, Implementation of Common Core Aligned Mathematics Program, Writing Across the Content Areas, Learning Targets and Success Criteria, and Data Analysis
- Designed and implemented a system for administering and reporting common formative and summative assessment data and instructional models in response to findings
- Facilitator of school's Instructional Leadership Team and Data Team
- Facilitator of district mathematics night for parents with over 80% parent participation
- Trained students and staff in the use of PARCC Computer Based testing / served as an administrator throughout testing
- Designed and provided trainings for staff, students, and parents on the SW-PBIS system for teaching and acknowledging school wide behavior expectations
- Participated in Central DSAC trainings for Instructional Leaders
- Mathematics Coaching experience includes grades 6 – 8 during the years 2009 – 2012
- Developed budgets to meet teacher's requests and needs of Mathematics Program

MATHEMATICS TEACHER GRADE 6 | GARDNER PUBLIC SCHOOLS | GARDNER, MA | 2006- 2009

- Designed and implemented a flexible grouping model of instruction
- Aligned and mapped curriculum to Massachusetts Frameworks 2011
- Implemented Accountable Talk strategies and modeled for colleagues
- Designed and facilitated math Content Professional Development with local coaches for participants in area districts

- Worked with colleagues to develop a school schedule to include common planning time

SPECIAL EDUCATION TEACHER | GARDNER PUBLIC SCHOOLS | GARDNER, MA | 2002-2006

- Designed and implemented specialized instruction for students with various learning needs in grades 4 and 5
- Modified grade level curriculum for instruction to meet Massachusetts Frameworks
- Developed Individualized Education Plans based on classroom assessments and observations
- Administered, scored, and reported results of standardized assessments
- Directed and provided professional development for paraprofessional staff.
- Facilitated Special Education meetings with parents for communicating and designing programs to meet student's education and social emotional needs

SPECIAL EDUCATION TEACHER | STAMFORD PUBLIC SCHOOLS | STAMFORD, CT | 1997-2001

- Designed and implemented specialized instruction for students with various learning needs in grades 4 and 5.
- Modified grade level curriculum for instruction to meet Massachusetts Frameworks.
- Developed Individualized Education Plans based on classroom assessments and observations
- Administered, scored, and reported results of standardized assessments
- Facilitated Special Education meetings with parents for communicating and designing programs to meet student's education and social emotional needs

OTHER RELEVANT EXPERIENCES

- MIT Mathematics Mini-Content Institute – Developed content and pedagogical expertise in teaching mathematics
- Presenter: Mathematics Mini-Content Institute Showcase – Shared experiences with area mathematics teachers
- Resource for Better Teaching (RBT) Course: Data Based Decision Making – Trained facilitator on data inquiry process
- First Steps in Mathematics Program – Understanding of Foundational Skills in Mathematics
- Universal Design for Learning Training (UDL) Years 1 & 2 – Designing lesson that reduce barriers for students
- Understanding by Design (UBD) Training – Backwards design of academic units
- DSAC Network Participant – Training to benefit Central Massachusetts School Districts
- School Wide-Positive Behavior Intervention Support (SW-PBIS) Year 1 & 2 – Developed school-wide approach to behavior
- Responsive Classroom Training I & II – Creating community and responsibility within the classroom.
- The Skillful Teacher Training – Tenets of Effective Instructional Practices
- Mentor to New District Teachers – Collaboration to support new teachers

PROFESSIONAL SKILLS AND ABILITIES

FACILITATION

- In working with teachers and administrators over the past seven years, I have developed the unique ability to design learning experiences that bring the work of both together. In a time of great educational change, providing staff with collaborative professional development, based in educational research, while modeling effective teaching practices allows for greater teacher buy-in to district initiated change. My experiences of assessing teacher comfort levels and providing varying levels of support has ensured that implementation is consistent and sustained.

COMMUNICATION

- As a conduit between administration and teachers in my daily work and as facilitator of the school Instructional Leadership Team, I have been able to remain nonjudgmental in guiding decision making while asking poignant questions so all stakeholders can get at the question of, "What is best for our students?" while using best practices in teaching to provide a clear and consistent message to staff.

LEADERSHIP

- As sole Mathematics Coach for Grades Pre-K – 4 in the district, I have used the latest research on curriculum, instruction, and intervention to inform decision makers in the district and guide educational decisions. The establishment of an RtI block of instruction and implementation of the newest Common Core aligned Mathematics Program represent two areas where a lack of district programs was in place and needed solutions

Allison B. Posey

Curriculum and Design Specialist

aposey@cast.org

Passionate educator; Implementer of Universal Design for Learning(UDL) framework for inclusive practices; Program director, Curriculum designer; Author and advocate for social-emotional learning; Strong interpersonal skills; Creative, efficient, and energetically positive.

Education

2009 Harvard University Graduate School of Education, Ed.M., Cambridge, MA

2007 Maryland Institute College of Art, Certificate in Fine Arts, Baltimore, MD

1996 James Madison University, B.S. Biology, cum laude, Harrisonburg, VA

Selected Professional Experience:

2012- present: CAST, Inc., *Curriculum & Design Specialist*, Wakefield, MA

CAST is a research and development firm specializing in the development of inclusive educational resources based on the principles of Universal Design for Learning (UDL).

Director of Institutes 2013-2015

Designed, managed, and delivered program content for K-12, university, and online participants. Programs included single-multi-day workshops, coaching sessions, train-the-trainer workshops, and UDL systems change implementation support. Developed and led free webinar programs and resources for national community of practice. Worked on UDL implementation academy content and delivery supported by MA Department of Education.

Curriculum & Design Specialist, 2015-present

Supported research, design, and pilot of the web-based professional development course: *Mitigating Stereotype threat in Middle School Inquiry Science* classrooms. Developed and taught online UDL courses content for a 14-week graduate program through Fitchburg State University and funded by MA Department of Education. Managed CAST UDL symposium, lead workshops, and work with national cadre to implement UDL programs.

2010-2012: Walnut Hill School for the Arts, *Biology, Psychology, Anatomy Teacher*, Natick, MA
Walnut Hill School for Arts arts cultivates student leaders to be active, professional artists. Taught inclusive Biology, Psychology, and Anatomy courses.

2010-2012, 2015: Harvard University, *Teaching Fellow* (appointed) Cambridge, MA
Facilitated graduate level research and writing, hands-on lab experiences, and project work. Courses included: *Educational Neuroscience, Framing Scientific Research for Public Understanding, Universal Design for Learning: Meeting the Challenge of Individual Difference.*

2009-2011: Middlesex Community College, *Adjunct Biology Professor*, Bedford, MA
Middlesex Community College supports diverse students to build life-long learning skills and workforce development. Taught undergraduate students and led laboratory exercises in Biology and Anatomy & Physiology.

1997-2007: Johns Hopkins University Center for Talented Youth, *Neuroscience Teacher*, Baltimore MI
JHU CTY is a rigorous summer program for students with exceptional abilities. Developed & taught interactive, college preparatory lessons and laboratory exercises in Neuroscience, Sensation & Perception, Exercise Physiology, and Chesapeake Bay Ecology.

2007-2009: Roland Park Country School, *Biology, Genetics, Anatomy Teacher*, Baltimore, MD
RPCS is an independent, college preparatory school for girls. Developed lessons and laboratory exercises in Biology, Genetics, Anatomy & Physiology, and Psychology.

Invited Presentations:

- Presenter, *Fostering Inclusion through Universal Design for Learning*, International Conference on Inclusion, Vilnius, Lithuania, May 2017.
- Presenter, *Engaging All Learners and Mitigating Stereotype Threat*, Implementation Research Network (IRN) Conference, Baltimore, MD, March 2016 and Orlando, FL 2017.
- Keynote presenter, *Implementation of UDL*, UDL-MTSS Conference, Fresno, CA, July 2016.
- Keynote Presenter, *Design to Address Variability*, Tremaine Arts Foundation Conference, Kansas City, MI, September 2016.
- Keynote presenter, *UDL Implementation for All Students*, Reaching High Expectations Conference, Madison, WI, November 2016
- Keynote presenter, *Literacy and Universal Design for Learning*, Center for Exceptional Children Conference, Indianapolis, IN, October 2016
- Lead presenter, *UDL: Train the Trainer Institute*, FDLRS, Florida Regional Leaders Conference, Cocoa, FL, February 2016
- Lead presenter, *UDL-Massachusetts Tiered System of Support*, Massachusetts Department of Education Academy, Framingham, MA November 2015-June 2016.

Selected Interests:

Author:

- *Engagement Ties the Knot for Learning* (in production). Brain research and practical strategies to integrate into learning experiences using emotional design.
- *Building a Foundation for UDL* (CAST Publishing, in production). Core UDL content to begin implementing UDL in a school or district.

Illustrator:

- *Design and Deliver Universal Design for Learning* (Brookes Publishing, 2012)
- *Farming with Biodiversity* (Adobe House Farm, 2014)

Volunteer: physical therapy for neurological and muscular-skeletal injuries

Independent math tutor: middle-high school science and math, focus on Algebra I, II

HEATHER FRANCIS

EDUCATION

Harvard Graduate School of Education, Cambridge, MA
Ed.M.; Mind, Brain, and Education, May 2014
Chester Pierce Fellow; Intellectual Contribution/Faculty Tribute Award

Lesley University, Cambridge, MA
B.A., *magna cum laude*, Special Education; History and Literature

EXPERIENCE

CAST, Wakefield, MA August 2016–present
Implementation Specialist
Internship Program Co-Coordinator

UDL Implementation

- Develop and lead multi-day professional development opportunities for district and school cohorts in Massachusetts and New Hampshire
- Attend in-person and virtual meetings with school-based teams focused on UDL learning and school improvement
- Coordinate district-wide UDL implementation in Pittsfield, MA
- Design and provide multi-day professional development for educators across the United States on UDL and lesson design

New Hampshire Assistive Technology Initiative

- Identify, expand, and disseminate capacity-building knowledge about AT devices and services
- Increase the motivation and skills of NH families and educators to select, acquire, and use AT
- Improve and enhance the organizational, material and structural capacities of NH education agencies so that they effectively engage in high quality AT decision-making at the systemic as well as the student level

New Hampshire Rural Literacy and UDL

- Reviewed literature to design online course content
- Designed and delivered “flipped” learning environment comprised on synchronous webinars (Zoom) and in-person coaching at six teams in New Hampshire
- Collaborated with the New Hampshire Department of Education to address state and district-level literacy goals and areas of need
- Provided individualized literacy coaching to K–12 teams across rural New Hampshire to improve literacy instruction

CAST Universal Design for Learning Symposium

- Collaborated with team to develop call for proposals, identify and recruit keynote speakers and panelists, and plan event focused on using UDL for social justice to meet the needs of all learners

Cambridge Public Schools, Cambridge, MA

Special Educator, Grades K–5, Escuela Amigos School

September 2014–August 2016

Extended Year Services Lead Teacher, Kennedy-Longfellow School

July 2015–August 2015

- Designed and implemented researched-based, multisensory English language arts, mathematics, and social-emotional curriculum interventions for individual and small group instruction.
- Evaluated students, wrote reports, and developed plans for individualized instruction.
- Developed and used assessments to monitor student progress toward literacy and mathematics goals.
- Coached and collaborated with general education staff concerning developmental pedagogy, integration of Universal Design for Learning principles, and curriculum accommodations.
- Supervised pre-service teachers one full day each week.

HEATHER FRANCIS

Independent Contractor, Greater Boston, MA

Executive Functioning Coach, Grades 6–12

September 2015–August 2016

- Develop sequential, individually designed executive functioning curricula for middle and high school students with ADHD and dyslexia.
- Coach students in strategies and approaches to prepare for high school preparatory exams.
- Facilitate in-home executive functioning strategy instruction with students.

Research Schools International, Harvard University, Cambridge, MA

November 2014–November 2015

Research Associate

- Reviewed literature, designed survey protocols (Qualtrics), collected and analyzed data (Stata), and supervised master's students in the research process.
- Wrote and edited reports to summarize research findings.
- Presented research findings to school administrators, teachers, and students using accessible language.
- Provided professional development and training for teachers focused on educational neuroscience.

Massachusetts Department of Education, Malden, MA

June 2014–September 2014

Education Specialist

- Conducted research, analyzed data, and provided recommendations for student assessment unit and Partnership for Assessment of Readiness for College and Careers (PARCC) consortium.
- Drafted, wrote, and edited reports, research summaries, and conference presentations.
- Provided technical assistance for MCAS, MCAS-Alt, ACCESS for ELLs, and PARCC.
- Recommended accommodation and accessibility features for the PARCC assessment based on Universal Design for Learning principles.

Derek Bok Center for Teaching and Learning, Cambridge, MA

April 2014–May 2014

ABLConnect Curriculum Fellow

- Reviewed and summarized academic literature on active learning instructional techniques for professional development of Harvard University teaching staff.

Brain, Experience, Education (B.E.E.) Lab, Cambridge, MA

September 2013–June 2014

Research Assistant/Project Coordinator

- Developed and tested psychometric assessment protocol focused on identification of bilingualism and reading disabilities.
- Trained research team, collaborated with partner organizations, scheduled testing sessions, and maintained records.

Cambridge Montessori School, Cambridge, MA

July 2011–June 2013

Program Coordinator

- Managed all aspects of extracurricular vacation and summer programming including hiring and training staff, designing academic programs, planning field trips and special events, communicating with families and teachers, and maintaining budgets and records.

Leominster Public Schools, Leominster, MA

September 2007–December 2010

Program Coordinator

- Managed an extended learning time program for kindergarten students including supervising and training staff, designing programs, collaborating with vendors, planning field trips and special events, communicating with parents, and maintaining records.

AFFILIATIONS/MEMBERSHIPS

- Massachusetts Association for Bilingual Education, 2015–present
- International Reading Association, 2014–present
- American Educational Research Association, 2014–present

LINDA GERSTLE

EXECUTIVE SUMMARY

- Non-profit leadership with lead executive experience in creating and managing all aspects of a pioneering school reform organization, including financial, strategic, marketing, programmatic, and evaluation functions
- Board governance and relations
- Strategic partnerships
- Fundraising, marketing, and public relations
- Building and motivating teams to deliver top performance

PROFESSIONAL EXPERIENCE

CAST

Chief Executive Officer

Wakefield, MA

2016-present

Provide overall leadership and management in creating a future pathway for an award-winning nonprofit education organization focused on innovations that expand learning opportunities for people of all ages. Position CAST to grow nationally and internationally by expanding the unique attributes of multiple divisions within CAST; strengthening the communications strategies to include compelling stories and impact-oriented case examples; diversifying the current funding portfolio, including but not limited to supporting a major gift effort; developing strategic direction/expectations for operationalizing the organizational mission; collaborating on drafting relevant government policy; maintaining relationships with CAST founders and leveraging new partners; managing board activities and relationships.

From the Top

Director of Education and Community Partnerships

Boston, MA

2010-2016

Member of the senior management team responsible for developing, communicating and executing the overarching education and outreach program for a nationally broadcast radio show and for establishing a Boston footprint around arts learning.

National Radio Tour

Produced and implemented 20 plus outreach events annually across the country in conjunction with the national radio tour, working with local partners and From the Top musicians in a range of cities and settings, including underserved communities. Developed content for arts leadership workshops. Advised and mentored alumni. Designed materials and systems for documenting and sharing arts leadership activities of alumni with a wide audience through multiple media platforms.

Center for the Development of Arts Leaders in Boston (CDAL Boston)

Developed and piloted a leadership program for highly proficient teen musicians. Managed three life cycles of CDAL Boston with a 96% participant retention rate for 91 teen participants at partner schools and institutional settings, increasing access to high quality music and learning opportunities for over 3000 school children, seniors, and cancer patients.

ATLAS Learning Communities, Inc.
President and CEO

Cambridge, MA
2003-2010

Provided overall leadership and management for the implementation of a comprehensive school reform initiative in 300 schools in 16 states serving over 100,000 students. Maintained strategic alliances with founding partner organizations and managed Board activities.

- *Accounting and Finance:* Led a spin-out from a larger organization through a period of rapid growth; oversaw the financial functions; raised and invested capital, merged with another entity.
- *Operations Management:* Developed school-wide programs and professional development models; hired coaching staff and deployed field managers; created print and digital support materials; managed quality control, customer satisfaction and retention. Coordinated research and evaluation activities; Negotiated leases, contracts, employment and grant agreements.
- *Marketing:* Built a well-respected brand and generated revenue through a variety of channels.
- *Organizational Development:* Created a culture of learning throughout the organization, fostering an overall atmosphere of respect, creativity, productivity and innovation in the service of continuous improvement and development in line with the mission.
- *Government Relations:* Advocated along with New American School colleagues successfully securing a \$1 billion funding program from Congress over multiple years.

Education Development Center (EDC), Inc.
Senior Program Manager

Newton, MA
1994-2003

Designed dissemination strategies for products developed by a large, multi-national education non-profit. Conducted research on professional development and teacher leadership. Provided technical assistance to school programs and districts. Generated close to eight million in revenue from government grants and private foundation dollars.

Massachusetts Department of Education
Director of School Restructuring Programs

Malden, MA
1990-1994

Coordinated Massachusetts Accelerated Schools and Coalition for Essential School Networks. Selected sites, designed and supervised professional development activities, coached individual schools. Developed and directed pilot 5-year, 2 million dollar Massachusetts restructuring grant program to assist seven Massachusetts districts in supporting the integration of diverse learners. Consulted with department personnel in the design and implementation of professional development to support school restructuring efforts. Coordinated research on trends in school reform.

Massachusetts Department of Education
Coordinator of Early Childhood Programs

Arlington, MA
1985-1990

Developed, coordinated and evaluated preschool, daycare, kindergarten, and extended day programs with a total allocation of 5 million dollars. Designed and implemented early childhood programs in consultation with public school personnel. Facilitated and coordinated interagency service delivery to children and families. Tracked and analyzed program performance to determine systemic trends. Planned and implemented comprehensive needs assessment for special needs children and their families.

Lesley College
Instructor

Cambridge, MA
1985-1989

Instructed undergraduate juniors and seniors in Early Intervention, Theory, and Practice. Supervised early childhood practicum placements. Served as thesis advisor. Consulted with faculty to modify undergraduate early childhood curriculum.

Bay Cove Human Services
Child Development Specialist

Dorchester, MA
1983-1985

Assessed the developmental needs of infants and toddlers. Developed educational and play curriculum. Instructed parents in the appropriate use of intervention strategies. Counseled families. Acted as liaison between agency and referral sources.

Cleveland Music School Settlement
Director of Music Therapy, Beech Brook Center

Cleveland, OH
1976-1981

Designed and implemented music therapy program for fifty children (ages 5-13). Collaborated with architects to create a child-oriented environment. Prepared departmental budgets. Instituted individualized educational programs. Evaluated and monitored children's growth and development. Supervised professional staff. Organized and conducted seminars for school, hospital, and mental health professional staff.

EDUCATION

Harvard Business School
Strategic Perspectives in Non-Profit Management

Cambridge, MA

Harvard University
Ed.M., Counseling and Consulting Psychology

Cambridge, MA

Ohio University
B.M. Cum Laude, Piano Performance/Music Therapy

Athens, OH

Center for Applied Special Technology, (CAST, Inc.)

List of Principal Staff and Their Salaries

Employee	Title	Salary
Linda Gerstle	Chief Executive Officer	\$225,000
Jennifer Levine	Director of Professional Learning	\$125,000
Jennifer Gravel	Director of Research & Curriculum	\$88,000
Aniello Albero	Implementation Specialist	\$90,000
Allison Posey	Curriculum Design Specialist	\$82,000
Heather Francis	Implementation Specialist	\$70,000