



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
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March 26, 2021

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 Adrienne Shoemaker, Concord, New Hampshire (vendor code 260840) in an amount not to exceed \$60,000.00 to provide technical assistance, resources and training to school personnel responsible for providing services to New Hampshire students with visual impairments, effective upon G&C approval for the period July 1, 2021 through June 30, 2023. 100% Federal Funds.

Funds to support this request are anticipated to be available in the account titled IDEA Special Ed- Elem/Sec for FY'22 and FY'23, upon the availability and continued appropriation of funds in future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified.

06-56-56-562010-25040000-102-500731
Contracts for Program Services

FY'22
\$30,000.00

FY'23
\$30,000.00

EXPLANATION

The New Hampshire Department of Education is responsible for meeting legislative mandates to provide technical assistance under RSA 186-C III; Ms. Shoemaker will provide the New Hampshire Department of Education, Bureau of Student Support, providing support in the process of the Federal Act to Promote the Education of the Blind; the American Printing House for the Blind Federal Quota Count, the American Printing House for the Blind educational materials, resources and trainings and New Hampshire Accessible Educational Materials; National Instructional Materials Access Standard and the National Center for Universal Design for Learning to promote understanding when dealing with the development of source files for textbooks or when developing the best system for the production and delivery of textbooks and instructional materials to students who are blind or print disabled.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Ms. Shoemaker will provide technical assistance to school districts, providing ongoing face-to-face on-site, or remote statewide coaching to teachers, families and teams regarding the official braille codes transition to Unified English Braille based on the Braille Authority of North America (BANA); as well as coordinate the New Hampshire Vision Teacher Community of Practice, personnel preparation programs and other national organizations such as the National Federation for the Blind; National Accessible Educational Materials; National Instructional Materials Access Standard and the National Instructional Center..

A Request for Proposals (RFP) was advertised in the Manchester Union Leader for the period October 26th, October 27th and October 28th, 2020 as well as posted on the Department of Education's website. The Department receive one (1) proposal from the issuance of the Request for Proposals "*New Hampshire Vision Teacher, American Printing House for the Blind APH Scholar*."

A review committee consisting of Danielle Pelletier, Education Consultant, Bureau of Student Support, Anne Wallace, Education Consultant, Mathematics/Stem, and Barbara Dauphinais, Program Specialist, Bureau of Student Support. Adrienne Shoemaker's proposal met the criteria of the Request for Proposals (Attachment A).

The Department of Education would like to contract with Adrienne Shoemaker as she is a Teacher of Students with Visual Impairments, has many years of experience working with academic Braille students, students with cortical visual impairments and working with students ages 3-21 with and without disabilities. Ms. Shoemaker coordinates with the Braille Authority of North America (BANA), the New Hampshire Association for the Blind (NHAB), and New Hampshire Teachers of Students with Visual Impairments (TVIs) to develop New Hampshire's State Implementation Plan for Unified English Braille (UEB).

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

Respectfully Submitted,



Frank Edelblut
Commissioner of Education

Attachment A
New Hampshire Vision Teacher
American Printing House for the Blind | APH Scholar

Proposal Criteria in the RFP

Significance of Proposal	40
Quality of Services to be provided	30
Content Knowledge	<u>30</u>
Total	100

Proposals Received

One proposal was received and scored, Adrienne Shoemaker

Reviewer Scores

	Adrienne Shoemaker
Barbara D.	100
Danielle P.	100
Anne W.	100
Average	100

Review Process

The RFP Review Committee met via Zoom on Tuesday, December 14, 2020 at 10:00am, with Mary Lane, Education Consultant, Bureau of Student Support as facilitator.

The RFP review panel consisted of the following employees from the Department of Education, Bureau of Student Support:

Reviewer Qualifications

Barbara D., Program Specialist III

Barbara has been with the Department of Education for 24 years. Barbara serves as New Hampshire's Ex Officio Assistant for the American Printing House for the Blind (APH); she oversees the New Hampshire Accessible Educational Materials (NHAEM) program and the Annual American Printing House for the Blind Annual Federal Quota Census.

Danielle P., Education Consultant

Danielle oversees the NH Educational Surrogate Parent Program as well as managing grants, engaging in compliance monitoring activities and providing technical assistance to the field of special education. She has years of special education experience and has worked across the special education process as a para-educator, special education teacher and case manager.

Anne W., Education Consultant

Anne has been an educator in New Hampshire for twenty years working with elementary through post-secondary students in both private and public school settings. She has served on the Professional Standards Board (NH DOE), the New Hampshire Quantitative Literacy Project, and the NH STEM Education Task Force.

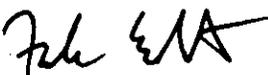
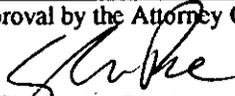
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education Bureau of Student Support		1.2 State Agency Address 101 Pleasant Street Concord, New Hampshire 03301	
1.3 Contractor Name Adrienne Shoemaker		1.4 Contractor Address 38 Groton Drive Concord, New Hampshire 03301	
1.5 Contractor Phone Number 603-496-1503	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$60,000.00
1.9 Contracting Officer for State Agency Rebecca Fredette, Administrator Bureau of Student Support		1.10 State Agency Telephone Number 603-271-6693	
1.11 Contractor Signature  Date: 3/25/21		1.12 Name and Title of Contractor Signatory Adrienne Shoemaker, Teacher of the Visually Impaired	
1.13 State Agency Signature  Date: 4-1-21		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 4/6/21 Christopher Bond			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default; treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Exhibit A
SPECIALPROVISIONS

Exhibits D-G

1. A certificate of Good Standing issued by the Secretary of State is not required for individuals contracting in their own name (as individuals, not as business organizations).
2. A contractor who is contracting in his or her individual capacity does not need a Certificate of Vote/Authority, but the contractor must represent in the contract Exhibit A of the Form P-37, that he or she is a sole proprietor of the business.
 - a. I, Adrienne Shoemaker, am a sole proprietorship. As such, I am not a corporation, partnership or limited liability company etc.
3. Adrienne Shoemaker represents that she currently has no employees, and as such, is effectively exempt from RSA 281-A. If she should hire any employees, however, she would be required to comply with Paragraph 15 of the P-37.

Federal Certification 2 CFR 200.415

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

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

Exhibit B
SCOPE OF SERVICES

Adrienne Shoemaker will provide the following services to the New Hampshire Department of Education, Bureau of Student Support.

***New Hampshire Vision Teacher
American Printing House for the Blind APH Scholar***

Priority 1:

Support the Bureau regarding .

- The Federal Act to Promote the Education of the Blind;
- The American Printing House for the Blind Federal Quota Count;
- The American Printing House for the Blind educational materials, resources and trainings, and New Hampshire Accessible Educational Materials (NHAEM);
- The National Instructional Materials Access Standard;
- The National Center for Universal Design for Learning: promote understanding when dealing with the variability and barriers for students who are blind and visually impaired and in the development of source files for textbooks, and/or when developing the best system for the production and delivery of textbooks and instructional materials to students who are blind or print disabled to promote personalized learning and literacy.

Priority 2:

Build a technical assistance toolkit to provide training modules to support a combination of virtual; face-to-face and hybrid statewide coaching to teachers, families and teams regarding the official braille codes transition to Unified English Braille based on the Braille Authority of North America (BANA).

Priority 3:

Build and coordinate the New Hampshire Vision Education virtual platform offering professional learning content eLearning opportunities to families and educators related to visual impairment, relevant to serving students from birth through graduation that incorporates information and trainings from national organizations such as the American Printing House for the Blind, National Federation for the Blind, National Accessible Educational Materials, and the National Instructional Center to promote understanding and meet requirements to upscale and implement National Instructional Materials Accessibility Standard to implement Accessible Educational Materials (AEM) Quality Indicators and content areas including, but not limited to: Assessment, Early Childhood, Core Curriculum and Expanded Core Curriculum and the development of source files for textbooks or when developing the best system for the production and delivery of textbooks and instructional materials to students who are blind or print disabled.

Exhibit B
SCOPE OF SERVICES (cont'd)

Priority 4:

Design and provide technical assistance to districts providing ongoing face-to-face, virtual, and hybrid coaching to teachers and families regarding specially designed instruction and accessibility accommodations to meet the unique needs of a child with a visual disability to ensure access to the general curriculum, in order for the child to meet the educational standards within the jurisdiction of the public agency that applies to all children based upon the relevant functional developmental, expanded core curriculum, and academic information that is gathered using a variety of assessment tools and strategies to promote personalized learning and literacy.

Priority 5:

Develop awareness of the variability and barriers of students who are blind and visually impaired regarding the New Hampshire Building Innovation Learning Ecosystems that define the characteristics of personalized learning to improve literacy where students advance upon mastery, access learning both in and out of the classroom, have multiple means of demonstrating mastery of competencies, and families have meaningful input into decision making for students, and bridges connectivity around the Universal Design for Learning Framework, the Student Environment Tasks Tools (SETT) Framework, Quality Indicators for Assistive Technology, and the Accessible Educational Materials Quality Indicators to promote personalized learning and literacy for students who are blind and visually impaired.

Priority 6:

Partner with the New Hampshire Parent Information Center to develop and conduct five (5) regional meetings about the New Hampshire Vision Education Family Training Modules to promote personalized learning and literacy for students who are blind and visually impaired.

Priority 7:

Coordinate with the New Hampshire Department of Education to host virtual and live events, newsletters and social media opportunities that showcases products and services provided by New Hampshire Accessible Educational Materials (NHAEM).

Priority 8:

Submit an annual report to the New Hampshire Department of Education that demonstrate the effectiveness of the project in achieving the Priorities.

Exhibit C
Budget

Budget

Description	FY'22	FY'23
Professional Services \$65.00 per hour, per diem rate, to include travel time	\$30,000.00	\$30,000.00

Limitations on Price: This contract will not exceed \$60,000.00

Source of Funding:

Funds to support this request are anticipated to be available in the account titled IDEA-Special Ed- Elem/Sec. for FY'22 and FY'23, upon the availability and continued appropriation of funds in future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified.

Account: 06-56-56-562010-25040000-102-500731	<u>FY'22</u>	<u>FY'23</u>
Contracts for Program Services	\$30,000.00	\$30,000.00

Method of Payment:

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

Invoices to be submitted to:

Mary Lane, Project Director
New Hampshire Vision Teacher | American Printing House for the Blind APH Scholar
NH Department of Education
Bureau of Student Support
101 Pleasant Street
Concord, New Hampshire 03301

Contractor Initials AS
Date 3/25/21

EXHIBIT D

Contractor Obligations

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

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

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

Procurement of Recovered Materials

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

Contractor Initials

Date 3/25/21

Exhibit E

Federal Debarment and Suspension

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

Contractor Initials AD
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Exhibit F

Anti-Lobbying

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

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

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfillin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

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Date 3/25/21

Exhibit G

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

Rights to Inventions Made Under a Contract or Agreement

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

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

Confidentiality

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

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

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

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

Ownership of Intellectual Property

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

Contractor Initials
Date 3/25/21



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/25/2021

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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME PHONE (A/C No. Ext) (888) 202-3007 FAX (A/C, No)	
	EMAIL ADDRESS contact@hiscox.com	
INSURED Adrienne Shoemaker 	INSURER(S) AFFORDING COVERAGE	
	INSURER A Hiscox Insurance Company Inc	NAIC # 10200
	INSURER B	
	INSURER C	
	INSURER D	
	INSURER E	

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	ADJL RNSD	SUBR YWVD	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 OTHER:	N			07/27/2020	07/27/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV NJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ S/T Gen. Agg \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L. EACH ACCIDENT \$ E L. DISEASE - EA EMPLOYEE \$ E L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire, Department of Education 101 Pleasant St. Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Adrienne A. Shoemaker

TEACHER of STUDENTS with VISUAL IMPAIRMENTS
College Professor / Special Educator

CERTIFICATION

State of New Hampshire Teaching License

Endorsements: Blind and Vision Disabilities, General Special Education and Elementary Education

Highly Qualified Teacher Status

EDUCATION

University of Massachusetts Boston

Boston, MA 2016-

Currently enrolled in courses to become a certified Orientation and Mobility Instructor

University of Massachusetts Boston

Boston, MA 2010

Master Degree in Special Education –

Teacher of Students with Visual Impairments Track

Honors: Cumulative GPA 3.945

Providence College

Providence, RI 1999

Double Major: Bachelor of Arts in Elementary and Special Education

Honors: Cumulative GPA 3.6, Dean's List 1995-1999, Magna Cum Laude

PROFESSIONAL AWARDS

STEM2U National Federation of the Blind Program 2014

Baltimore, MD

- Selected as one of 10 TVI's nationwide to attend the STEM2U Program as a Teacher.
- Gained an expanded knowledge of best practices in making STEM learning environments and instruction accessible to blind and low vision students.
- Collaborated and networked with other educators, and experienced hands-on accessible STEM activities.

APH Scholar 2012

American Printing House for the Blind

- Selected as one of five APH Scholars nationwide to attend the Annual Meeting of Ex Officio Trustees and Special Guests in Louisville, KY

PROFESSIONAL EXPERIENCE

University of Massachusetts Boston

School of Global Inclusion and Social Development Vision Studies Program

Course Developer and Instructor

Summer/Fall 2016

- Designed curriculum and syllabus for *Practical Teaching Strategies: Teaching Students with Visual Impairment* for the Department of Elementary and Secondary Education (DESE - State of Massachusetts) Summer Institute 2016.
- Course explored the unique educational needs of children with visual impairment and the skills related to teaching these children in a full array of educational settings, pre-K through grade 12. Topics included practical teaching strategies such as: classroom design, social skills, orientation and mobility, considerations necessary for creating accessible curriculum and materials, transition and career-vocational skills, and compensatory strategies.
- Participants included classroom teachers, case managers, special education teachers, occupational therapists, and teachers of the visually impaired.
- Face-to-face and online components

Professional Learning Community NHTVI

May 2016 – Present

- Organize trainings and networking opportunities for New Hampshire Teachers of the Visually Impaired.

NH Unified English Braille Implementation Project

2016

- Leader in the New Hampshire Unified English Braille (UEB) Bureau Project to design a working plan that included UMASS Boston trainings and the development the transition regarding educational materials decisions about choice of Braille.

Granite State College

Program Development, Course Development, Professor

Oct 2014-Present

- Collaborated with fellow TVI's, NHDOE, and Granite State College faculty to design Blind and Visually Impaired Teaching certification program.
- Designed the Foundations of Teaching Blind/VI Students and Braille I courses.
- Taught Foundations of Teaching Blind/VI Students and Braille I courses to Granite State students.

University of Massachusetts

Northeast Regional Center for Vision Education

New Hampshire State Liaison

May 2014 - Present

- Responsible for recruitment of prospective New Hampshire students to the Teachers of the Visually Impaired and Orientation and Mobility Programs
- Communicate between the New Hampshire Department of Education, NH agencies, and the Vision Studies Program.
- Networking to connect NH students with professionals for observations, interviews, and assignments to complete required course assignments.

Concord School District
Teacher of Students with Visual Impairments

Concord, NH
9/08 – Present

- Perform Functional Vision Evaluations and Learning Media Assessments.
- Interpret eye medical reports as they relate to educational environments.
- Assess school environments and offer suggestions on ways to modify/adapt the environment based on student needs
- Provide direct instruction and consultative vision services.
- Experience working with students ages 3-21 with and without additional disabilities.
- Provide Braille instruction: Literary Braille and Nemeth Braille
- Transcribe and interline Braille.
- Create tactile materials
- Collaborate with educational teams to develop and implement measurable educational goals, accommodations, and modifications on Individualized Education Plans.
- Assist in determining and procuring classroom equipment and materials necessary for the student with visual impairments
- Collaborate with classroom teacher, special education teacher, paraprofessional, therapists, and specialists on ways to make the curriculum accessible by modifying and adapting activities based on student needs
- Provide modifications or adaptations of materials including suggestions for technology to support students' access to the general curriculum.
- Provide or help to coordinate instruction in the areas of the Expanded Core Curriculum
- Experience working with academic Braille students, students with Cortical Visual Impairments, English Language Learners, students with home-based educational programs
- Perkins Brailier, Duxbury Braille translation software, Embosser, Refreshabaille 18, iPad, VoiceOver and accessibility options, bluetooth QWERTY keyboard commands, Victor Reader Stream, BrailleNote, JAWS, Bookshare

SERESC – The Southeastern Regional Education Service Center
Special Educator / Teacher of Students with Visual Impairments

Bedford, NH
9/09-5/11

- Received 30+ hours of training on strategies for designing and implementing educational programming for a home-based student learner with multiple disabilities, including visual impairment.
- Designed and implemented home-based program for a medically fragile student.
- Consulted and collaborated with other team members to create and deliver program

Salem School District

William E. Lancaster Elementary School

- Grade 5 Teacher
- Grades 3 and 4 Multi-Age Classroom Teacher

Salem, NH
9/99-11/01