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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

September 21, 2023

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

REQUESTED ACTION

For submission on the Consent Calendar. Authorize the New Hampshire Department of Education (NHED), Bureau of Special Education Support to enter into a **sole source** amendment to an existing contract with CAST, Inc. (vendor code 258305), Wakefield, MA, to modify the scope of services to better support the transition of the work from CAST to the NHED, with no change to the price limitation or the end date, effective upon Governor and Council approval through June 30, 2024. The original contract was approved by Governor and Council on July 27, 2022, (Item #106). 100% Federal Funds.

EXPLANATION

This request is **sole source** because the original contract was also sole source. Now in the final year of our contracted partnership with CAST, Inc., the modified scope of services will allow CAST, Inc. to provide the targeted support needed to seamlessly transition the NH UDL Innovation Network professional learning support to the NHED. Since 2015, CAST, Inc. experts have coached 100's of NH educators to learn about, implement and scale UDL in their educational settings. NH educators report that UDL has brought forth a new and valuable shared language for talking with colleagues, families/caregivers, and students about learners and learning. UDL has also given NH educators tools to proactively build supportive learning environments, incorporate new technologies, and design lessons flexible enough to work in a variety of settings with variable learners. Along with an increased capacity to reduce barriers via flexible learning designs. Network educators report a deeper understanding that barriers are not inherent in learners but instead stem from their learning environments and the design of their learning opportunities.

Respectfully Submitted,

Frank Edelblut
Commissioner of Education

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education (NHED), Bureau of Special Education Support, hereinafter "the Agency," and Center for Applied Special Technology (CAST, Inc.) (vendor code 258305) hereinafter "the Contractor", and pursuant to an agreement between the parties that was approved by Governor and Council on July 27, 2022, (Item #106) hereby agree to modify same as follows:

1. Modify Exhibit B by removing the paragraph titled Fiscal Year 2024 and replacing with:

FISCAL YEAR 2024

SUPPORT FOR NEW NHED Universal Design for Learning (UDL) TEAM

CAST will support up to five new NH UDL Implementation Specialists (IS) to lead school based UDL teams. Support will include facilitation of one virtual meeting with each NH UDL Network Team during which the NHED Implementation Specialists will be introduced, and assistance will be provided to each team with co-designing their on-year plans, one pager overviews of the team's UDL journey, and time scheduled for NHED UDL Consultants to shadow CAST Implementation Specialists at Instructional Rounds or a Lesson Design Studio.

Two CAST Implementation Specialists will provide one 90-minute monthly consultation session with the NHED UDL Team.

NHED Implementation Specialist will accompany CAST ISs to school visits, working towards taking the lead on designing and executing visits. Schools will have a choice of Instructional Rounds, Lesson Design Studios, Intro to UDL, Video Club, district meetings, or consultations.

CAST Implementation Specialists will provide 5 days of intensive training for the NHED UDL Team that will include Intro to UDL, Intro to Lesson Planning, Beyond the Basics, Practice Instructional Rounds, Practice Lesson Design Studio, and overview of Schoolwide Implementation Criteria.

SUPPORT FOR NH EDUCATORS

CAST Implementation Specialists will facilitate 6 statewide webinars to teach about UDL in an effort to build further interest in the UDL Network

CAST will continue to produce Newsletters for the Network through March '24 with the understanding that the NHED UDL Team will take over the Newsletter in April '24.

SUPPORT FOR FALL AND SPRING NETWORK MEETINGS

In September/October of 2023 and March of 2024, CAST will run the Fall and Spring Network Meetings, two days in person in both the Fall and Spring, and one virtual series in both the Fall and Spring. Facilitation of these meetings will include but not be limited to managing registration, creating the agenda, designing and delivering content, and paying for space and technology rental. NHED Education Consultants will be welcomed to join any aspect of the design and delivery of the Fall and Spring Network Meetings that they would like to learn about.

ACCESS TO ONLINE MATERIALS

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

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

2. Modify Exhibit C by removing the FY2024 table and replacing with:

FY2024	
SUPPORT FOR NEW NHED UDL TEAM	
Co-facilitation of one virtual meeting with each NH UDL Network Team	\$7,500
Co-facilitation of 46-47 school visits	\$111,950
CAST led 5 in person days of intensive training for the NHED UDL Team	\$50,000
Monthly consultation hours between CAST and NHED UDL Team – one 90min session per month	\$6,300
SUPPORT FOR NH EDUCATORS	
CAST facilitation of 6 statewide webinars for NH Educators	\$6,000
SUPPORT FOR FALL AND SPRING NETWORK MEETINGS	

FNM: CAST will work with the NHED Project Director to organize and run 2 in person meetings and 1 virtual series	\$87,500
SNM: CAST will work with the NHED UDL Team to organize and run 2 in person meetings and 1 virtual series.	\$87,500
ACCESS TO ONLINE MATERIALS	
Introduction to UDL Digital Learning Series (In Kind)	
Beyond the Basics Digital Learning Series (In Kind)	
Online modules (for permanent use by the NHED)	
Indirect Costs (8%)	\$28,540
FY2024 TOTAL	\$385,290

3. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
4. This amendment shall commence upon Governor and Council approval and shall terminate on June 30, 2024.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

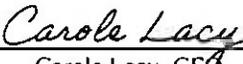
IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

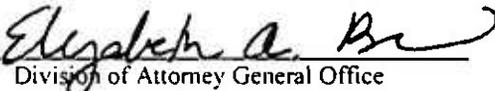
Division of Commissioner's Office

By:  10/05/2023
Frank Edelblut, Commissioner of Education Date

CAST, INC

By:  9/18/23
Carole Lacy, CFO Date

Approved as to form, substance and execution by the Attorney General this 5th day of October, 2023.


Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 20__

By: _____

Corporate Resolution

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

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

a meeting of the Board of Directors/shareholders, duly called and held on October 10, 2022
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Carole Lacy" CFO (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

CAST, Inc. with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents which may in
his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: August 30, 2023

ATTEST:


(Name & Title)



CASTINC-01

AMARL01

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 9/18/2023

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 Salem Five Insurance Services, LLC 445 Main Street Woburn, MA 01801	CONTACT NAME: PHONE (A/C, No, Ext): (781) 933-3100 FAX (A/C, No): (781) 933-9048 E-MAIL ADDRESS: insurance.services@salemfive.com												
INSURER(S) AFFORDING COVERAGE													
INSURED CAST, Inc. 50 Salem St Bldg B Ste 303 Lynnfield, MA 01940	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Sentinel Insurance</td> <td style="width: 20%;">NAIC # 11000</td> </tr> <tr> <td>INSURER B: Hartford Insurance Company</td> <td>00914</td> </tr> <tr> <td>INSURER C:</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 A: Sentinel Insurance	NAIC # 11000	INSURER B: Hartford Insurance Company	00914	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Hartford Insurance Company	00914												
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD YWD	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		2/1/2023	2/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 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 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2/1/2023	2/1/2024	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 type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		2/1/2023	2/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Department of Education 25 Hall 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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CAST's mission is to transform education design and practice until learning has no limits.

Our values:

- We thrive on high-quality creativity and relentless innovation.
- We celebrate individual differences and variability.
- We believe in self-reflection that feeds lifelong learning and improvement.
- We measure excellence in ideas and products by the impact these have to make life better for as many people as possible by making true learning opportunities available.

CAST is a nonprofit education research and development organization that created the Universal Design for Learning framework and UDL Guidelines, now used the world over to make learning more inclusive.

The acronym "CAST" derives from the original name of our organization, Center for Applied Special Technology. Now we're simply CAST.

Our CAST of characters includes over 50 talented employees, including world-class educators, learning scientists, instructional designers, literacy experts, policy analysts, UX and graphic designers, software engineers, and a first-rate administrative and executive staff.

CAST | Until learning has no limits®



CAST, Inc. and Subsidiary

Consolidated Financial Statements,
Supplementary Information and
Other Reporting in Accordance with
Government Auditing Standards and Uniform Guidance

September 30, 2022 and 2021

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Independent Auditors' Report

To the Board of Directors
CAST, Inc. and Subsidiary

Opinion

We have audited the accompanying consolidated financial statements of CAST, Inc. and Subsidiary (collectively referred to as the Organization), which comprise the consolidated statements of financial position as of September 30, 2022 and 2021, and the related consolidated statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of September 30, 2022 and 2021, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit 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, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated 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 consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated 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 consolidated 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 17, 2023, 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, 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 the effectiveness of the Organization's internal control over financial reporting or on compliance. That 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.

Baker Tilly US, LLP

Baker Tilly US, LLP
Tewksbury, Massachusetts
February 17, 2023

Consolidated Statements of Financial Position

CAST, Inc. and Subsidiary

September 30	2022	2021
Assets		
Current Assets:		
Cash and Cash Equivalents	\$ 1,996,065	\$ 2,464,701
Accounts Receivable	1,053,646	1,133,924
Contributions Receivable	730,386	461,462
Prepaid Expenses	208,021	146,384
Total Current Assets	3,988,118	4,206,471
Endowment	64,847	64,847
Investments	3,293,704	3,172,798
Property and Equipment, Net of Accumulated Depreciation	130,146	160,992
Security Deposit	20,150	20,150
Total Assets	\$ 7,496,965	\$ 7,625,258
Liabilities and Net Assets		
Current Liabilities:		
Line of Credit	\$ -	\$ -
Accounts Payable	600,169	319,042
Accrued Expenses	891,465	999,497
Deferred Rent	58,226	55,799
Customer Deposits	157,364	245,338
Total Current Liabilities	1,707,224	1,619,676
Net Assets:		
Net Assets without Donor Restrictions	5,588,150	5,787,797
Net Assets with Donor Restrictions	201,591	217,785
Total Net Assets	5,789,741	6,005,582
Total Liabilities and Net Assets	\$ 7,496,965	\$ 7,625,258

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

Consolidated Statements of Activities

CAST, Inc. and Subsidiary

For the Years Ended September 30

2022

2021

	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Operating Activities:						
Revenue and Other Support:						
Consulting Revenue	\$ 7,061,010	\$ -	\$ 7,061,010	\$ 5,282,877	\$ -	\$ 5,282,877
Federal Contract Revenue	6,147,342	-	6,147,342	6,041,224	-	6,041,224
Contributions and Grants	309,499	438,906	748,405	337,951	550,854	888,805
Royalties	148,907	-	148,907	61,557	-	61,557
Net Assets Released from Restriction	455,100	(455,100)	-	715,481	(715,481)	-
Total Revenue and Other Support	14,121,858	(16,194)	14,105,664	12,439,090	(164,627)	12,274,463
Operating Expenses:						
Program Services:						
Federal Education Research Projects	4,706,335	-	4,706,335	4,515,714	-	4,515,714
Consulting and Educational Tools	5,373,895	-	5,373,895	3,612,453	-	3,612,453
Federal Subrecipient Education Research Projects	293,725	-	293,725	344,779	-	344,779
Foundation Education Research Projects	507,435	-	507,435	562,455	-	562,455
Total Program Services	10,881,390	-	10,881,390	9,035,401	-	9,035,401
General and Administrative	2,075,380	-	2,075,380	2,282,134	-	2,282,134
Bid and Proposal, Administration	547,832	-	547,832	467,033	-	467,033
Fundraising	238,096	-	238,096	96,850	-	96,850
Total Operating Expenses	13,742,698	-	13,742,698	11,881,418	-	11,881,418
Increase (Decrease) in Net Assets from Operations	379,160	(16,194)	362,966	557,672	(164,627)	393,045
Nonoperating Activities:						
Investment (Loss) Income, Net	(578,807)	-	(578,807)	189,055	-	189,055
Total Nonoperating Activities	(578,807)	-	(578,807)	189,055	-	189,055
(Decrease) Increase in Net Assets	(199,647)	(16,194)	(215,841)	746,727	(164,627)	582,100
Net Assets, Beginning of Year	5,787,797	217,785	6,005,582	5,041,070	382,412	5,423,482
Net Assets, End of Year	\$ 5,588,150	\$ 201,591	\$ 5,789,741	\$ 5,787,797	\$ 217,785	\$ 6,005,582

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

Consolidated Statements of Functional Expenses

CAST, Inc. and Subsidiary

For the Year Ended September 30

2022

	Program Services				Total Program Services	General and Administrative	Bid and Proposal, Administration	Fundraising	Total
	Federal Education Research Projects	Consulting and Educational Tools	Federal Subrecipient Education Research Projects	Foundation Education Research Projects					
Salaries & Related Benefits	\$ 2,551,033	\$ 2,475,330	\$ 255,923	\$ 272,359	\$ 5,554,645	\$ 1,496,754	\$ 464,998	\$ 129,724	\$ 7,646,121
Consulting	915,500	961,346	20,661	214,251	2,111,758	99,052	33,149	60,462	2,304,421
Subcontractors	836,643	873,548	-	-	1,710,191	-	-	-	1,710,191
Occupancy	154,485	176,121	13,341	18,613	362,560	85,797	25,743	6,959	481,059
Program and Office Supplies	12,069	368,481	597	26	381,173	-	1,666	2,821	385,660
Travel	68,346	176,403	1,198	1,186	247,133	7,834	15,083	555	270,605
Dues and Publications	22,407	71,420	2,005	1,000	96,832	73,294	4,269	631	175,026
Royalty Expense	-	161,651	-	-	161,651	-	-	-	161,651
Advertising	-	49,379	-	-	49,379	93,226	-	14,500	157,105
Programmers	110,080	9,600	-	-	119,680	100	-	-	119,780
Professional Fees	396	754	-	-	1,150	62,712	-	22,086	85,948
Computer Expenses	12,676	19,048	-	-	31,724	26,290	2,309	181	60,504
Conference and Fees	22,260	25,519	-	-	47,779	579	568	177	49,103
Depreciation	-	-	-	-	-	45,143	-	-	45,143
Telecommunications	141	2,226	-	-	2,367	28,954	-	-	31,321
Repairs and Maintenance	-	-	-	-	-	23,125	-	-	23,125
Office Expenses	-	1,397	-	-	1,397	17,080	-	-	18,477
Insurance	-	-	-	-	-	9,729	-	-	9,729
Equipment Rental	-	-	-	-	-	4,090	-	-	4,090
Postage	299	1,672	-	-	1,971	1,621	47	-	3,639
Total	\$ 4,706,335	\$ 5,373,895	\$ 293,725	\$ 507,435	\$ 10,881,390	\$ 2,075,380	\$ 547,832	\$ 238,096	\$ 13,742,698

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

Consolidated Statements of Functional Expenses (Continued)

CAST, Inc. and Subsidiary

For the Year Ended September 30

2021

	Program Services				Total Program Services	General and Administrative	Bid and Proposal, Administration	Fundraising	Total
	Federal Education Research Projects	Consulting and Educational Tools	Federal Subrecipient Education Research Projects	Foundation Education Research Projects					
Salaries & Related Benefits	\$ 2,636,983	\$ 1,771,330	\$ 261,760	\$ 271,302	\$ 4,941,375	\$ 1,478,275	\$ 400,251	\$ 90,910	\$ 6,910,811
Consulting	780,740	613,395	51,238	268,558	1,713,931	371,397	37,531	-	2,122,859
Subcontractors	807,749	516,561	-	-	1,324,310	-	-	-	1,324,310
Occupancy	142,225	118,113	12,973	16,240	289,551	79,260	22,800	3,346	394,957
Program and Office Supplies	18,067	312,429	138	297	330,931	104,270	142	-	435,343
Travel	4,820	24,602	-	-	29,422	4,945	799	-	35,166
Dues and Publications	11,570	49,249	2,305	1,706	64,830	47,920	4,205	517	117,472
Royalty Expense	-	154,767	-	-	154,767	-	-	-	154,767
Advertising	84	16,350	-	-	16,434	9,727	-	-	26,161
Programmers	105,380	9,300	16,250	-	130,930	1,831	200	-	132,961
Professional Fees	2,166	5,910	-	-	8,076	57,451	-	1,478	67,005
Computer Expenses	1,228	12,885	-	1,053	15,166	14,420	120	-	29,706
Conference and Fees	3,461	4,168	115	3,299	11,043	375	944	599	12,961
Depreciation	-	-	-	-	-	41,529	-	-	41,529
Telecommunications	442	884	-	-	1,326	28,300	-	-	29,626
Repairs and Maintenance	-	299	-	-	299	10,580	-	-	10,879
Office Expenses	709	569	-	-	1,278	16,661	-	-	17,939
Insurance	-	-	-	-	-	9,024	-	-	9,024
Equipment Rental	-	-	-	-	-	4,572	-	-	4,572
Postage	90	1,642	-	-	1,732	1,597	41	-	3,370
Total	\$ 4,515,714	\$ 3,612,453	\$ 344,779	\$ 562,455	\$ 9,035,401	\$ 2,282,134	\$ 467,033	\$ 96,850	\$ 11,881,418

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

For the Years Ended September 30	2022	2021
Cash Flows from Operating Activities:		
(Decrease) Increase in Net Assets	\$ (215,841)	\$ 582,100
Adjustments to Reconcile (Decrease) Increase in Net Assets to Net Cash Provided by Operating Activities:		
Net Unrealized (Losses) Gains on Investments and Endowments	581,185	(188,253)
Depreciation	45,143	41,529
Decrease (Increase) in Accounts Receivable	80,278	(382,556)
(Increase) Decrease in Contributions Receivable	(268,924)	434,065
Increase in Prepaid Expenses	(61,637)	(1,094)
Increase in Accounts Payable	281,127	78,687
(Decrease) Increase in Accrued Expenses	(108,032)	197,027
(Decrease) Increase in Customer Deposits	(87,974)	152,425
Increase in Deferred Rent	2,427	12,130
Net Cash Provided by Operating Activities	247,752	926,060
Cash Flows from Investing Activities:		
Purchase of Investments	(702,091)	(47)
Acquisition of Property and Equipment	(14,297)	(14,297)
Net Cash Used in Investing Activities	(716,388)	(14,344)
Net (Decrease) Increase in Cash and Cash Equivalents	(468,636)	911,716
Cash and Cash Equivalents, Beginning of Year	2,464,701	1,552,985
Cash and Cash Equivalents, End of Year	\$ 1,996,065	\$ 2,464,701

1. Organization and Summary of Significant Accounting Policies:

Principles of Consolidation: The accompanying consolidated financial statements include the accounts of CAST, Inc. (the Parent), and its wholly-owned subsidiary, CAST Ventures, LLC (the Subsidiary), collectively referred to as the "Organization." All significant intercompany balances and transactions have been eliminated in consolidation.

Nature of Organization: CAST, Inc. is a nonprofit educational research organization founded in 1984 and located in Wakefield, Massachusetts, whose mission is to expand learning opportunities for individuals with disabilities through innovative uses of technology. The Parent'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. CAST Ventures, LLC was formed in December 2020 for the purpose of applying for additional grants. As of January 14, 2022, the Organization dissolved the Subsidiary. There was no activity for the Subsidiary, as such, there was no impact to the consolidated financial statements.

Basis of Presentation: The consolidated 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). Any reference in these notes to applicable guidance is meant to refer to the authoritative United States generally accepted accounting principles as found in the Accounting Standards Codification (ASC) and Accounting Standards Updates (ASU) of the Financial Accounting Standards Board (FASB).

The Organization reports information regarding its financial position and activities according to the following net asset classifications:

Net Assets without Donor Restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and Board of Directors. Net assets without donor restrictions include net assets designated by the board for specific purposes.

Net Assets with Donor Restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Measure of Operations: The consolidated statements of activities report all changes in net assets, including changes in net assets from operating and nonoperating activities. Operating activities consist of those items attributable to the Organization's ongoing program services. Nonoperating activities are limited to resources that generate return from investments and other activities considered to be of a more unusual or nonrecurring nature.

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.

1. Organization and Summary of Significant Accounting Policies (Continued):

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.

Revenue and Other Support: Revenue is reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions. Revenue represents amounts derived from federal contracts, consulting, contributions and grants, and royalties.

Revenue is recognized when control of the goods and services provided is transferred to the Organization's customers and in an amount that reflects the consideration the Organization expects to be entitled to in exchange for those goods and services using the following steps: 1) identification of the contract, or contracts with a customer, 2) identification of performance obligations in the contract, 3) determination of the transaction price, 4) allocation of the transaction price to the performance obligations in the contract and 5) recognition of revenue when or as the Organization satisfies the performance obligations.

Federal contract revenue and grant revenue is recognized as reimbursable expenses are incurred and upon meeting the legal and contractual requirements of the funding source. Consulting revenue is recognized when the service is performed. Royalty revenue is recognized in the period in which the royalty is earned.

The Organization generates revenue from consulting services. Consulting services revenue requires customer deposits in advance of when services are performed.

The Organization typically invoices its customers as services are provided. Typical payment terms provide that customers pay upon receipt or within 90 days.

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions.

Donor restricted contributions are reported as an increase in net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Contributed property and equipment are recorded at fair value at the date of donation. Contributions with donor-imposed stipulations regarding how long contributed assets must be used are recorded as net assets with donor restrictions. Otherwise, the contributions are recorded as net assets without donor restrictions.

Contributions of services are reported as revenue and expenses without donor restrictions 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 contribution, require specialized skills, and are provided by individuals with those skills. Contributions of goods and space to be used in program operations are reported as revenue and expenses without donor restrictions at the time the goods or space is received.

The Organization must determine whether a contribution (or a promise to give) is conditional or unconditional for transactions deemed to be a contribution. A contribution is considered to be a conditional contribution if an agreement includes a barrier that must be overcome and either a right of return of assets or a right of release of a promise to transfer assets exists. Indicators of a barrier include measurable performance related barrier or other measurable barriers, a stipulation that limits discretion by the recipient on the conduct of an activity, and stipulations that are related to the purpose of the agreement. The Organization cannot consider probability of compliance with the barrier when determining if such awards are conditional and should be reported as conditional grant advance liabilities until such conditions are met.

1. Organization and Summary of Significant Accounting Policies (Continued):

Unconditional promises to give that are expected to be collected within one year are recorded at net realizable value. Unconditional promises to give that are expected to be collected in future years are recorded at present value of their estimated future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Discount amortization is included in contribution revenue. Conditional promises to give are not included as support until the conditions are met.

Accounts Receivable: Accounts receivable are carried at the outstanding principal balance, less an estimate for allowance for uncollectible receivables based upon management's judgment of potential defaults. Management determines the allowance for doubtful accounts by identifying troubled receivable balances and by using an assessment of the customer's credit worthiness. 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.

Contract Balances: The Organization's contract balances, resulting from contracts with customers, include customer deposits.

- *Customer Deposits:* Customer deposits consist of amounts paid by customers towards services to be performed in the future. Amounts are included in current liabilities on the accompanying consolidated statements of financial position.

Opening and closing balances for accounts receivable and contract balances from contracts with customers consist of the following:

	September 30, 2022	September 30, 2021	October 1, 2020
Accounts Receivable	\$ 1,053,646	\$ 1,133,924	\$ 751,368
Customer Deposits	\$ 157,364	\$ 245,338	\$ 92,913

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

Investments, Endowment and Investment Income: The Organization's investments are reported at fair value as of the date of the consolidated statements of financial position. Realized and unrealized gains and losses are reflected in the accompanying statements of activities. Investment income or loss on investments (including realized and unrealized gains and losses on investments, interest and dividends) is included in net assets without donor restrictions unless the income or loss is restricted by donor or law.

Interpretation of Relevant Law: The Organization follows the Uniform Prudent Management of Institutional Funds Act (UPMIFA). The Organization's Board of Trustees has interpreted UPMIFA as considering 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. As a result of this interpretation, the Organization classifies as donor-restricted endowment funds (a) the original value of gifts donated to the endowment, (b) the original value of subsequent gifts to the endowment (c) accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund, and (d) appreciation (depreciation) in the fair value of endowment investments. Therefore, unless stated otherwise in the gift instrument, the assets in an endowment fund are donor-restricted assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA.

1. Organization and Summary of Significant Accounting Policies (Continued):

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate endowment funds:

- Duration and preservation of the fund
- Purposes of the Organization and the donor-restricted endowment fund
- General economic conditions
- Possible effect of inflation and deflation
- Expected total return from income and the appreciation of investments
- Other resources of the Organization
- Investment policies of the Organization

Concentrations of Credit Risk: Financial instruments that potentially subject the Organization to concentration of credit risk consist primarily of cash, cash equivalents, investments, endowment, accounts receivables, and contributions receivable. 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, cash equivalents, investments and endowment. Contributions and accounts receivable are carried at amounts based upon management's judgment of potential defaults. Management identifies troubled receivables balances by assessing of the donor's or customer's credit worthiness. As of September 30, 2022 and 2021, management has determined all receivables are collectible and an allowance for doubtful accounts is not necessary.

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 reasonably 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 consolidated statements of financial position.

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

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

Impairment of Long-Lived Assets: It is required that long-lived assets, including purchased intangible assets with finite lives, be reviewed for possible impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. As of September 30, 2022 and 2021, the Organization has determined that there have been no significant events or changes in circumstances that would trigger impairment testing of the Organization's long-lived assets.

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.

1. Organization and Summary of Significant Accounting Policies (Continued):

Advertising Costs: The Organization expenses advertising costs as incurred. During the years ended September 30, 2022 and 2021, the Organization incurred advertising expense in the amounts of \$157,105 and \$26,161, respectively.

Education Research Costs: The Organization expenses costs as incurred for all direct education research costs under program services. During the years ended September 30, 2022 and 2021, the Organization did not incur any independent research and development costs.

Functional Allocation of Expenses: The costs of providing the Organization's program and other activities have been summarized on a functional basis in the consolidated statements of activities and separated according to program expenses and supporting activities. Program services include expenses related directly to program services and are charged directly to the various programs. Supporting activities include general and administrative costs, fundraising costs, and bid and proposal administration, which includes costs that support the Organization's direct federal education research projects and foundation education research projects.

Other expenses that are common to several functions are allocated based on management's estimates, among major classes of programs services and supporting activities.

The expenses that are allocated include the following:

Expense	Method of Allocation
Salaries & Related Benefits	Time and Effort
Consulting	Full Time Equivalent
Occupancy	Full Time Equivalent
Travel	Full Time Equivalent
Program and Office Supplies	Full Time Equivalent

Income Taxes: The Organization is a nonprofit Organization 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 trade or business activities unrelated to the Organization's exempt function. As of September 30, 2022 and 2021, management believes that the Organization has not generated any unrelated business taxable income.

No provision for income taxes is presented in these consolidated financial statements as the Organization's subsidiary, CAST Ventures, LLC, is a limited liability company and, accordingly, the Subsidiary's taxable income is allocated to its members for income tax reporting purposes. However, in certain circumstances, the Subsidiary may be required to pay income taxes to a state or foreign jurisdiction.

The Subsidiary indemnifies its members for individual income taxes that result from taxable income that passes through from the Subsidiary to its members. The Subsidiary records the members' indemnification of individual income taxes as member distributions during the period in which the taxable income is generated.

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 consolidated 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 consolidated statements of activities. The Organization has not recognized any liabilities for uncertain tax positions or unrecognized benefits as of September 30, 2022 and 2021. The Organization does not expect any material change in uncertain tax benefits within the next 12 months.

1. Organization and Summary of Significant Accounting Policies (Continued):

Use of Estimates: Management 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 consolidated financial statements in accordance with GAAP. Actual results experienced by the Organization may differ from those estimates.

Subsequent Events: Management has evaluated subsequent events spanning the period from September 30, 2022 through February 17, 2023, the date the consolidated financial statements were available to be issued.

2. Availability and Liquidity:

The following reflects the Organization's financial assets as of September 30, 2022 and 2021, reduced by amounts not available for general use within one year of September 30, 2022 and 2021 due to contractual or donor-imposed restrictions.

Financial Assets at End of Year:	2022	2021
Cash and Cash Equivalents	\$ 1,996,065	\$ 2,464,701
Investments	3,293,704	3,172,798
Accounts Receivable	1,053,646	1,133,924
Contributions Receivable	730,386	461,462
Endowment	64,847	64,847
Total Financial Assets at End of Year	7,138,648	7,297,732
Less: Amounts Unavailable for General Expenditures within One Year:		
Due to Contractual or Donor-Imposed Restriction:		
Restricted by Donor with Time or Purpose Restrictions	136,744	152,938
To Be Held in Perpetuity	64,847	64,847
	201,591	217,785
Financial Assets Available to Meet Cash Needs for General Expenditures over the Next 12 Months	\$ 6,937,057	\$ 7,079,947

As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations may come due. In addition, the Organization invests cash in excess of daily requirements in long-term investments. In the event of an unanticipated liquidity need, the Organization also has the ability to draw upon \$500,000 available under its line of credit.

3. Contributions Receivable:

As of September 30, 2022 and 2021, contributions receivable amounted to \$730,386 and \$461,462, respectively, and are expected to be collected in less than one year from the date of the accompanying consolidated statements of financial position for the years then ended.

4. Investments and Endowment:

Investments and endowment as of September 30, 2022 and 2021 consist of the following:

	<u>2022</u>	<u>2021</u>
Exchange Traded Funds	\$ 3,048,113	\$ 2,929,299
Money Market Funds	310,438	308,346
	<u>\$ 3,358,551</u>	<u>\$ 3,237,645</u>

For the years ended September 30, 2022 and 2021, net investment (loss) income from investments and endowment consists of the following:

	<u>2022</u>	<u>2021</u>
Interest and Dividends	\$ 2,378	\$ 802
Net Unrealized (Losses) Gains	(581,185)	188,253
	<u>\$ (578,807)</u>	<u>\$ 189,055</u>

As of September 30, 2022 and 2021, the endowment balance, by net asset classification, consists of the following:

	<u>2022</u>		
	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor Restricted Endowment Funds	\$ -	\$ 64,847	\$ 64,847

	<u>2021</u>		
	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor Restricted Endowment Funds	\$ -	\$ 64,847	\$ 64,847

4. Investments and Endowment (Continued):

The changes in the endowment balance by net asset classification as of September 30, 2022 and 2021 consist of the following:

	Without Donor Restrictions	With Donor Restrictions	Totals
Endowment Balance, September 30, 2020	\$ -	\$ 64,847	\$ 64,847
Investment Returns:			
Interest and Dividends	-	1	1
Appropriation of Endowment Assets for Expenditure	-	(1)	(1)
Endowment Balance, September 30, 2021	-	64,847	64,847
Investment Returns:			
Interest and Dividends	-	1	1
Appropriation of Endowment Assets for Expenditure	-	(1)	(1)
Endowment Balance, September 30, 2022	\$ -	\$ 64,847	\$ 64,847

Return Objectives and Risk Parameters: The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity or for a donor-specified period(s) as well as board-designated funds.

5. Fair Value Measurements:

Investments and endowment measured at fair value on a recurring basis as of September 30, 2022 and 2021 are as follows:

	Fair Value Measurements at September 30, 2022			
	Total	Level 1	Level 2	Level 3
Investments and Endowment:				
Money Market Funds	\$ 310,438	\$ 310,438	\$ -	\$ -
Exchange Traded Funds				
Intermediate-Term Bond	1,768,487	1,768,487	-	-
Large Blend	660,888	660,888	-	-
World Bond	451,633	451,633	-	-
Foreign Large Blend	167,105	167,105	-	-
	<u>\$ 3,358,551</u>	<u>\$ 3,358,551</u>	<u>\$ -</u>	<u>\$ -</u>

5. Fair Value Measurements (Continued):

	Fair Value Measurements at September 30, 2021			
	Total	Level 1	Level 2	Level 3
Investments and Endowment:				
Money Market Funds	\$ 308,346	\$ 308,346	\$ -	\$ -
Exchange Traded Funds				
Intermediate-Term Bond	1,622,321	1,622,321	-	-
Large Blend	703,696	703,696	-	-
World Bond	407,357	407,357	-	-
Foreign Large Blend	195,925	195,925	-	-
	<u>\$ 3,237,645</u>	<u>\$ 3,237,645</u>	<u>\$ -</u>	<u>\$ -</u>

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used for the years ended September 30, 2022 and 2021.

Exchange Traded Funds: Valued at the closing price reported on the active market on which the individual securities are traded.

Money Market Funds: Valued at the daily closing price as reported by the fund from an active market.

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

6. Property and Equipment:

Property and equipment as of September 30, 2022 and 2021 consist of the following:

	2022	2021
Purchased Software	\$ 487,023	\$ 472,726
Furniture and Fixtures	311,230	311,230
Office Equipment	209,927	209,927
Leasehold Improvements	137,143	137,143
	<u>1,145,323</u>	<u>1,131,026</u>
Less: Accumulated Depreciation	<u>1,015,177</u>	<u>970,034</u>
	<u>\$ 130,146</u>	<u>\$ 160,992</u>

Depreciation expense for the years ended September 30, 2022 and 2021 amounted to \$45,143 and \$41,529, respectively.

7. Line of Credit:

The Organization is party to a revolving line of credit agreement with a bank with maximum borrowings of \$500,000, and is subject to annual renewal by the bank on March 31. The line of credit bears interest equal to the bank's base lending rate (6.25% at September 30, 2022), and is secured by all assets of the Organization. There was no outstanding balance under this line of credit agreement as of September 30, 2022 and 2021.

This line of credit agreement contains financial covenants with which the Organization is required to comply. The Organization was in compliance with the covenants as of September 30, 2022 and 2021.

8. Net Assets without Donor Restrictions:

Net assets without donor restrictions as of September 30, 2022 and 2021 consist of the following:

	2022	2021
Available for Operations	\$ 5,428,004	\$ 5,596,805
Net Investment in Property and Equipment	130,146	160,992
Board Designated - Special Projects	30,000	30,000
	<u>\$ 5,588,150</u>	<u>\$ 5,787,797</u>

9. Net Assets with Donor Restrictions:

Net assets with donor restrictions as of September 30, 2022 and 2021 consist of the following:

	2022	2021
Subject to Expenditure for Specified Purpose:		
Credentialing Platform Initiative	\$ 100,000	\$ 125,000
Workforce Training Grant	-	9,450
Total Purpose Restrictions	<u>100,000</u>	<u>134,450</u>
Subject to Passage of Time:		
Joy Fellowship Fund	21,610	-
Founders Fund	15,134	18,488
Total Passage of Time Restricted	<u>36,744</u>	<u>18,488</u>
Subject to Spending Policy and Appropriation Guidelines:		
Investment in Perpetuity (Including Amounts above Original Gift Amounts of \$64,847):		
Elspeth Sladden Teacher Education Fund	51,215	51,215
Borghi Endowment Fund	13,632	13,632
	<u>64,847</u>	<u>64,847</u>
Total Net Assets with Donor Restrictions	<u>\$ 201,591</u>	<u>\$ 217,785</u>

10. Net Assets Released from Restriction:

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, 2022 and 2021 consist of the following:

	<u>2022</u>	<u>2021</u>
Credential Platform Initiative	\$ 425,000	\$ 458,333
Workforce Training Grant	30,100	11,200
Founders Fund	-	90,317
Competency Based Outdoor Recreation Pathway	-	43,549
Virtual Professional Learning Model	-	112,082
	<u>\$ 455,100</u>	<u>\$ 715,481</u>

11. Operating Leases:

The Organization is party to a noncancelable operating lease for office space in Wakefield, Massachusetts, which expires in December 2025. The lease agreement provides for minimum monthly payments and contains escalation clauses. During the years ended September 30, 2022 and 2021, rent expense incurred by the Organization under this lease agreement amounted to \$394,900 and \$371,996, respectively.

On November 3, 2022, the Organization entered into a new noncancelable operating lease agreement for office space in Lynnfield, Massachusetts, which commenced on December 1, 2022 and expires on November 30, 2025. The lease agreement provides for minimum monthly payments and contains escalation clauses.

The Organization also leases certain equipment under noncancelable operating leases, which expire on various dates through June 2022. Equipment rent expense incurred by the Organization amounted to \$4,440 for each of the years ended September 30, 2022 and 2021.

Future minimum lease payments due under these noncancelable lease agreements as of September 30, 2022, including payments on the operating lease entered into on November 3, 2022, are as follows:

<u>Year Ending</u> <u>September 30,</u>	
2023	\$ 402,701
2024	417,188
2025	427,592
2026	<u>104,711</u>
	<u>\$ 1,352,192</u>

On November 3, 2022, the Organization entered into a noncancelable agreement to sublease the Organization's office space in Wakefield, Massachusetts to a subtenant, which commenced on December 1, 2022 and matures on December 31, 2025. The sublease agreement provides for minimum monthly payments and contains escalation clauses.

12. Conditional Contributions:

Grant Funds: During the years ended September 30, 2022 and 2021, the Organization was awarded grants from various state and federal agencies. These grant funds are contingent upon certain grantor imposed restrictions. As of September 30, 2022 and 2021, \$12,613,923 and \$13,416,558, respectively, of these conditional grants remain.

13. Retirement Plan:

The Organization sponsors a defined contribution plan covering substantially all of its employees who meet certain eligibility requirements, 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. During the years ended September 30, 2022 and 2021, total expenses related to this plan amounted to \$341,418 and \$325,780, respectively.

14. Economic Dependency:

As of September 30, 2022 and 2021, 13% and 46% of accounts receivable, respectively, were due from one customer. As of September 30, 2022 and 2021, 23% and 60% of contributions receivable were due from one and four grantor(s), each respectively.

15. Commitments and Contingencies:

Paycheck Protection Program: During the year ended September 30, 2020, in connection with the Coronavirus Aid, Relief and Economic Security (CARES) Act, the Organization obtained a loan in the amount of \$1,129,294 in connection with the Paycheck Protection Program (PPP) loan program administered by the Small Business Association (SBA). The Organization elected to account for the PPP Loan in accordance with ASC 958-605, *Not-for-Profit Entities: Revenue Recognition* and account for the PPP Loan during the year ended September 30, 2020, in substance, as a government grant that is earned through the Organization's compliance with the loan forgiveness criteria. During September 2021, the Organization obtained notification from the SBA of forgiveness of the entire PPP loan balance in the amount of \$1,129,294. The SBA reserves the right to audit any PPP loan, regardless of size. These audits may occur after forgiveness has been granted. In accordance with the CARES Act, all borrowers are required to maintain their PPP loan documentation for six years after the PPP loan was forgiven and to provide that documentation to the SBA upon request.

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, 2022 and 2021, 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.

16. Federal Contract Revenue:

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

CFDA Number/Project Title	Performance Period	Total Award	Federal Contract Revenue for the Year Ended September 30, 2022
84.327Z National Center on Accessible Educational Materials for Learning	10/01/2019 - 09/30/2024	\$ 6,000,000	\$ 1,151,224
47.076 Using drone technology, communal motivation, and strength-based approaches to engage middle school female students from rural areas in STEM (Take Flight)	08/01/2022 - 07/31/2026	1,500,000	25,662
84.327A Center on Developing Software to Adapt and Customize Instruction in Digital Learning Environments to Improve Results for Children with Disabilities	01/01/2018 - 12/31/2022	4,998,327	1,044,697
84.327T Center on Inclusive Technology and Education Systems	10/15/18 - 09/30/2023	3,494,649	817,593
84.326Y Pass Through from Regents of the University of Minnesota The TIES Center	10/01/2017 - 09/30/2022	553,241	140,301
84.327S Stepping Up with OASIS: Opening Access to Science Instruction & Support (OASIS)	10/01/2021 - 09/30/2026	2,495,830	355,493
84.327S CORGI 2020: Scaling Models for Classrooms of Tomorrow	10/01/2019 - 09/30/2024	2,499,390	603,755
84.324A Keys to Writing Smarter: A UDL Writing Workbench for Students with High Incidence Disabilities	07/01/2017 - 06/30/2020	1,399,656	130,172
84.368A Innovations in Science Map, Assessment, and Report Technologies (I-Smart)	04/01/2017 - 12/31/2020	1,002,000	267
47.076 NSF An Online STEM Career Exploration and Readiness Environment for Opportunity Youth	01/01/2022 - 12/31/2023	253,000	92,081
47.076 Accelerating Higher Order Thinking and STEM Content Learning Among Students with Learning Disabilities	09/01/2018 - 08/31/2022	1,567,315	78,150
47.076 Multi-Generational STEM Makerspaces in Affordable Housing: Co-Designing a Model with the Community	07/01/2020 - 06/30/2023	1,401,163	527,107
84.326M Project Coaching on Learning (COOL) for UDL Implementation	10/01/2020 - 09/30/2024	1,598,936	389,107
47.076 Accessing ATE: Making Community College Technician Education More Accessible for Everyone	09/01/2018 - 08/31/2023	162,010	57,352
47.076 Biofab Explorer: Designing A Dual Enrollment Pathway to Careers in Biofabrication (BioFab)	05/01/2022 - 04/30/2025	646,525	53,686
47.076 STEM Pathways for Rural Youth: Developing STEM Identity Through the Outdoors (Outdoor Youth)	08/01/2022 - 07/31/2024	299,999	10,102
84.324A Math and Reading Acquisition Co-Adaptive System (MARACAS)	07/01/2021 - 12/31/2024	1,999,985	567,389
84.327 Center of Innovation, Design, and Digital Learning		391,455	103,204
Total Federal Contracts		\$ 32,263,481	\$ 6,147,342

Consolidated Schedule of Expenditures of Federal Awards

CAST, Inc. and Subsidiary

For the Year Ended September 30

2022

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Assistance Listing Number (ALN)	Pass-Through Entity Identifying Number	Amounts Provided to Subrecipients	Total Federal Expenditures
U.S. Department of Education:				
Direct Funding:				
Special Education Educational Technology, Media, and Materials for Individuals with Disabilities	84.327Z		\$ -	\$ 1,151,224
	84.327A		297,971	1,044,697
	84.327S		135,996	959,248
	84.327T		-	817,593
Special Education Technical Assistance and Dissemination to Improve Services and Results for Children with Disabilities	84.326M		-	389,107
			433,967	4,361,869
Passed-Through:				
Regents of the University of Minnesota:				
Special Education Technical Assistance and Dissemination to Improve Services and Results for Children with Disabilities	84.326Y	A006557005	-	244,445
The University of Kansas Center for Research, Inc.:				
Competitive Grants for State Assessments (formerly Grants for Enhanced Assessment Instruments)	84.368	S368A170009	-	12,385
Total U.S. Department of Education			433,967	4,618,699
Research and Development Cluster:				
National Science Foundation:				
Direct Funding:				
Education and Human Resources	47.076		125,689	696,543
Passed-Through:				
Midpoint:				
Education and Human Resources	47.076	IIP-2015003	-	92,081
Board of Regents of the University of Wisconsin System:				
Education and Human Resources	47.076	DUE1836721	-	59,161
			125,689	847,785
Total National Science Foundation			125,689	847,785
Research in Special Education	84.324A		276,986	697,561
Total Research and Development Cluster			402,675	1,545,346
Total Expenditures of Federal Awards			\$ 836,642	\$ 6,164,045

The accompanying notes are an integral part of this Schedule.

Notes to the Consolidated Schedule of Expenditures of Federal Awards for the Year Ended September 30, 2022

Note 1 - Basis of Presentation

The accompanying consolidated schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of CAST, Inc. and Subsidiary (collectively referred to as the Organization), under programs of the federal government for the year ended September 30, 2022. 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). Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic consolidated financial statements.

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 Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule, if any, represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available.

Note 3 - Indirect Costs

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



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*

To the Board of Directors
CAST, Inc. and Subsidiary

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 consolidated financial statements of CAST, Inc. and Subsidiary (collectively referred to as the Organization), which comprise the consolidated statement of financial position as of September 30, 2022, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated February 17, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated 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 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 in a timely basis. A *significant deficiency* is a deficiency, or 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 the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in the 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 or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's consolidated financial statements are free from 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 consolidated financial statements. 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.

Baker Tilly US, LLP

Baker Tilly US, LLP
Tewksbury, Massachusetts
February 17, 2023



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

To the Board of Directors
CAST, Inc. and Subsidiary

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited CAST, Inc. and Subsidiary's (collectively referred to as the Organization) compliance with the types of compliance requirements identified as subject to audit 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, 2022. The Organization's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Organization 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, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit 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). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Organization's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but it is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on 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 to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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.

Baker Tilly US, LLP

Baker Tilly US, LLP
Tewksbury, Massachusetts
February 17, 2023

Year Ended September 30, 2022

I. Summary of Independent Auditor's Report

Financial Statements

Type of auditor's 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

Types of auditor's report issued on compliance for major programs: Unmodified

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

Identification of major programs

Assistance Listing Number(s)

84.327

Name of Federal Program or Cluster

Special Education Educational 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, 2022

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, 2022

Prior Year Findings:

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

Board of Directors ---Board Leadership

Sheldon H. Berman, Board Chair

AASA Lead Superintendent for Social-Emotional Learning

Anne Meyer

CAST's Co-Founder and Chief of Education Design, Emeritus

David H. Rose

CAST's Co-Founder & Chief Education Officer, Emeritus

Board Members

Stephen P. Crosby

Independent Consultant & Co-Founder, The Civic Action Project

Denise C. DeCoste

Occupational Therapist & Special Educator (retired)

Karla Estrada

Deputy Superintendent of Instruction, Los Angeles Unified School District

DeVone Holt

Vice President of External Affairs, Goodwill Industries of Kentucky

Logan Smalley

Director of TED-Ed

Eleazar Vasquez

Director of the Toni Jennings Exceptional Education Institute & Professor, UCF

Deborah P. Waber

Director, Learning Disabilities Program, Boston Children's Hospital, Professor of Psychology, Harvard Medical School

Jim Williamson

Technology Consultant to Non-Profit Organizations (Retired)

Michael K. Yudin

Principal at the Raben Group

Aniello L. Albero

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

UDL IMPLEMENTATION SPECIALIST | CAST | WAKEFIELD, MA | 2016 - PRESENT

- Facilitated professional development workshops modeling and delivering content in understanding and applying Universal Design for Learning
- Designed school and district wide professional development plans for scaling and implementing UDL
- Facilitated PLC meetings and supported development of district expertise
- Facilitated data based decision making protocols to improve problems of practice
- Facilitated classroom observations and peer feedback on classroom instruction

MATHEMATICS CURRICULUM SPECIALIST | GARDNER PUBLIC SCHOOLS | GARDNER, MA | 2009 - 2016

- 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

ARI FLEISHER

Work Experience

Innovation Network Manager February 2018 - Present
Implementation Specialist January 2017 - February 2018
Professional Learning Associate January 2016 - January 2017
CAST Inc. Wakefield, MA

- Design and facilitate learning experiences to understand and apply the *Universal Design for Learning (UDL)* framework
- Create curriculum and materials for workshops and coaching, virtual and in-person, with Professional Learning Communities
- Manage the New Hampshire UDL Innovation Network; refine and bring to scale the UDL implementation process and build capacity for inclusive practices in 65 schools over 3+ years
- Meet with state, district and school leaders to develop and define goals and design a professional learning plan for sustainable change
- Draft professional learning proposals, incorporate feedback and variable budget needs, and design final year-long contracts

Teaching Fellow 2016 - Present
Harvard Graduate School of Education Cambridge, MA

- Co-plan and co-facilitate weekly class sessions of *T560: Universal Design for Learning: Theory, Practice, and Innovation*
- Co-design instructional goals and weekly learning experiences
- Provide weekly assignment feedback and support students to design and iterate on educational innovations

Adjunct Professor Spring 2018
Lasell College Newton, MA

- Taught seminar course entitled *Teaching and Learning in American Schools*, including technology in education, classroom and school culture, and social-emotional learning

Education Pioneers Summer Graduate Fellowship Summer 2015
The Ounce of Prevention Fund Chicago, IL

- Evaluated tracking and communication structures for 18-person division operating 20 schools nationwide
- Developed an improved data collection approach aligning practice, Salesforce, and internal and external strategic priorities

Professional Development Facilitator 2014 - 2015
Harvard University Public School Partnerships Boston, MA

- Facilitated 10-hour Professional Development curriculum for After School Site Directors on creating positive climates and relationships, supporting homework, and using games to teach common core standards

Education

Harvard Graduate School of Education, Cambridge, MA
Master of Education
May 2015
Prevention Science and Practice

Brandeis University, Waltham, MA
Bachelor of Arts, Cum Laude
May 2007
English & American Literature

- Minors in Education Studies and Spanish Language and Literature

Skills

- Program Management
- Relationship building and collaboration
- Self-starting
- Effective prioritization and multitasking
- Staff supervision

Distinguishing Coursework

- Leadership in Social Change Organizations
- Learning from Practice: Evaluation and Improvement Science
- Data Wise: Using Data to Improve Teaching & Learning
- Inventing the Future: Building Connections from School to Career
- Redesigning Education Systems for the 21st Century: A Workshop

ARI FLEISHER

Work Experience (continued)

Director of After School & Summer Programming 2012 - 2014
Gardner Pilot Academy & the YMCA of Greater Boston Boston, MA

- Communicated and collaborated with families to support the individual needs of over 100 enrolled students
- Supervised 16 teachers and managed day-to-day operations of a 21st Century Learning Demonstration Site at K-8 Boston Public School including adherence to Early Education and Care Licensing Regulations
- Designed and led teacher professional development trainings, including project-based curriculum, social-emotional learning, and positive, inclusive behavior management strategies
- Coordinated 15 community partner organizations to align with the Gardner's full-service mission and culture
- Collected and analyzed data from staff, students, parents, partners and volunteers to identify areas for growth, refine current programming, and develop and implement evidence-based best practices
- Tracked and achieved deliverables within state-funded grant timeline

Surround Care Paraprofessional, Second Grade 2010 - 2012
Gardner Pilot Academy & the YMCA of Greater Boston Boston, MA

- Wrote and delivered social studies curriculum based on MA Curriculum Framework and specific classroom needs
- Led second grade after school class: developed project-based curriculum, practiced positive behavior interventions and supports (PBIS), and mentored assistant teacher
- Linked school day and after school academic instruction and behavior management to create a seamless all-day educational experience and to support whole-child development

Program Coordinator 2008 - 2010
Playworks and Hurley K-8, Boston Public Schools Boston, MA

- Taught cooperative play, communication skills, and conflict resolution using physical activity and games for classrooms, after school classes, and recess periods for 350 dual-language students grades K-6
- Recruited, trained and supported 15 students in the Junior Coach leadership development program

Literacy Coach 2007 - 2008
ReadBoston and AmeriCorps VISTA Boston, MA

- Created program libraries and trained 8 after school staff in effective read-aloud skills and literacy techniques
- Reinforced literacy for 80 students through singing, rhythm and movement exercises, visual art and games

Unit Director Summer 2007
Olin Sang Ruby Union Institute Overnight Camp Oconomowoc, WI

- Directly supervised and mentored 30 counselors and specialists, serving 100 campers
- Provided camper guidance, family communication, programmatic planning and implementation

CURRICULUM VITAE
JENNA WASSON GRAVEL
CAST, Inc.

[REDACTED]
[REDACTED]
[REDACTED] jgravel@cast.org

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 (advisor), 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** 2015–2017
UDL Facilitator for the UDL Learning Community
Provided ongoing support to teams of teachers from area schools that are working to apply Universal Design for Learning (UDL) to practice.
- 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: Development of 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.

Rose, D.H., Gravel, J.W. & Domings, Y. (2012). Universal Design for Learning "unplugged": Applications in low-tech settings. In T. E. Hall, A. Meyer, & D.H. Rose (Eds.), *Universal Design for Learning in the classroom: Practical applications* (pp. 120-134). New York: Guilford Press.

Rose, D.H., & Gravel, J.W. (2010). Universal design for learning. In P. Peterson, E. Baker, & B. McGraw (Eds.), *International encyclopedia of education* (pp. 119-124). Oxford: Elsevier.

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

Rose, D.H. & Gravel, J.W. (2009). Getting from here to there: UDL, global positioning systems, and lessons for improving education. In D. T. Gordon, J.W. Gravel, & L.A. Shifter (Eds.), *A policy reader in universal design for learning* (pp. 5-18). 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

Dee, J., Francis, H. & Gravel, J.W. (2017). The Case of Mountain View Elementary: A pilot of a case-based approach to tackling school-wide dilemmas. Presented at the 2017 UDL Annual Symposium, Boston, MA.

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.

Hall, T., Stahl, S., Wasson, J. & Zabala, J. (2009). Universal Design for Learning in Action from Pre-Kindergarten through Higher Education: Reaching and Teaching ALL students. Pre-conference workshop presented at the Council for Exceptional Children (CEC) 2009 Convention and Expo, Seattle, WA.

Johnson, M., Lim, S., & Wasson, J. (2009). Supporting the Scientific Inquiry Process with UDL. Presented at the National Science Teachers Association (NSTA) 2009 National Conference, New Orleans, LA.

Denham, A., Hall, T., & Wasson, J. (2008). Universal Design for Learning and Alternate Assessment: Optimizing Students' Demonstration of Learning. Presented at the Council for Exceptional Children (CEC) 2008 Convention and Expo, Boston, MA.

INVITED TALKS

Gravel, J. W. (2016). A disciplined application of UDL: Promoting students' disciplinary thinking in ELA. Guest lecturer for Jose Blackorby and Elizabeth Hartmann's course, *Universal Design for Learning: Meeting the Challenge of Individual Differences*, Harvard Graduate School of Education, Cambridge, MA.

Gravel, J. W. (2016). A disciplined application of UDL: Promoting students' disciplinary thinking in ELA. Guest lecturer for Samantha Daley's course, *Universal Design for Learning: Meeting the Challenge of Individual Differences*, Harvard Graduate School of Education, Cambridge, MA.

Hitchcock, C. & **Gravel, J.** (2010). UDL Policy: NIMAS and AIM and the National Center on UDL. Session presented at the Boston College Leadership Colloquium on UDL, Boston College, Chestnut Hill, MA.

Gravel, J. W. (2009). Universal Design for Learning: Guidelines and Research Base. Guest presenter at the Office of Special Education Programs (OSEP), Washington, D.C.

Wasson, J. (2009). An introduction to Universal Design for Learning (UDL). Guest lecturer for Linda Beardsley's course, *Teaching the Exceptional Child*, Tufts University, Medford, MA.

Wasson, J. & Rose, D. (2008). An introduction to Universal Design for Learning (UDL). Guest lecturer for Linda Beardsley's course, *Teaching the Exceptional Child*, Tufts University, Medford, MA.

Wasson, J. (2007). Reflections of a first-year teacher. Guest lecturer for Linda Beardsley's course, *Teaching the Exceptional Child*, Tufts University, Medford, MA.

SELECTED AWARDS & HONORS

Doctoral Student Travel Grant , Harvard Graduate School of Education	2016
Dean's Summer Fellowship , Harvard Graduate School of Education	2014
Data Collection Travel Grant , Harvard Graduate School of Education	2014
Qualifying Paper, Passed with Distinction , Harvard Graduate School of Education	2013

PROFESSIONAL MEMBERSHIPS

American Educational Research Association	2016
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MELISSA MALONE SANJEH

EXPERTISE

A facilitative leader, program consultant and leadership effectiveness coach. 15-years of experience as a Headmaster and Principal implementing and refining personalized instruction, competency based curriculum, trauma-sensitive school environments, social and emotional learning, restorative justice, service to off-track youth, program/school design, program/school evaluation and youth development. Seasoned public policy liaison and advocate working with Greater Boston municipalities and government agencies.

EDUCATION AND LICENSURE

Massachusetts Principal Certification (9-12), Superintendent Certification, Special Education Administration, SEI Endorsement: Professional License # 420245

LCSW: Issued October 2009, renewed February 2015 LICSW: Anticipated October 2018

Lynch Leadership Academy, Boston College School of Education, Boston: May 2017 - May 2018

Rennie Center Education Policy Fellowship Program: August 2016 - June 2017

National Institute for Urban School Leaders, Harvard School of Education, Boston: July 2010

Master of Social Work, Washington University, St. Louis, MO: May 1999

Bachelor of Arts in Sociology, University of Michigan, Ann Arbor, MI: 1995

PROFESSIONAL EXPERIENCE

**Education Specialist, Action for Boston Community Development (ABCD), Boston, MA
October 2017 - present**

- Provide professional development, curriculum design, school program development, and coaching to ABCD's high schools and other education programs. Develop and implement a coherent ABCD's schools model for funders.
- Develop and implement an evaluation of ABCD Schools focused on a positive youth development frame and rigorous curriculum.
- Coach Headmasters on transformative leadership, change management, equity impact projects, instructional leadership, instructional improvement, trauma-sensitive school environments, restorative justice programs, collaborative problem solving, staffing issues, and project implementation.
- Develop a restorative justice model as an alternative to traditional discipline.
- Engage stakeholders and author the ABCD School Model.

Headmaster, Dorchester Academy, ABCD, Boston, MA, May 2015 - September 2017

- Co-authored a Turnaround Strategic Plan for an underperforming district school that transformed it into an alternative school that serves students who are overage and under-credited.
- Developed and implemented the vision for an alternative school with a competency-based curriculum, a Safe and Supportive School environment, and Career Explorations for credit.
- Developed and implemented the vision for a Restorative Justice Program as an alternative to traditional discipline.
- Served as the Instructional Leader developing and implementing a competency based curriculum and personalized learning strategies as well as coaching teachers.
- Served as Head Administrator in all aspects of school function including instructional staff, clinical social workers, data analysis, staffing, grant management, budget management, visioning, fundraising, and managing the partnership between ABCD and BPS.

MELISSA MALONE SANJEH

Principal, University High School, ABCD, Boston, MA, March 2002 - April 2015

- Directed every element of the Alternative High School serving over-age and under-credited students. This included curriculum and instruction, social work supervision, program evaluation, data analysis, program development, budget management, report writing, staff/faculty supervision, protocol and procedural development, collaboration establishment, grant application creation, and funding procurement.
- Led program development and enhancements including accelerated curriculum, competency-based curriculum, an innovation school plan, a school quality review, trauma-sensitive schools initiative, a blended curriculum summer school, use of digital curriculum, an academic assessment system, a clinical counseling program, a dual enrollment program, an operations manual, a crisis management plan, after school programming, treatment and education planning policies, a database to manage and analyze data, and review and restructuring of policies and procedures.

Counselor/SEL Instructor, University High School, ABCD, Boston, MA, 2001 - 2002

- Case managed 25 students with responsibilities that included coordinating support services, individual counseling, treatment and educational planning, behavior management, and file documentation.
- Developed a Health, Life Skills, and Career Exploration speaker series .
- Taught Health, Leadership, Social Emotional Learning, and Career Courses.
- Led a Youth Service Specialist team for 120 Summer Employment participants.

Youth Leadership Coordinator/Instructor, Somerville Community Youth Program, Somerville, MA, 2000 - 2001

- Coordinated all related aspects of grant funded program including program development, budget management, supervision of staff, supervision of youth groups, development of curriculum, implementation of curriculum, instruction, and program evaluation. Wrote grants, made periodic report to funders, facilitated outreach and registration, and coordinated all program-related collaborations.
- Participated in the overall development and visioning of the Somerville Community Youth Program and served as the Youth Leadership Resource for the City of Somerville and the Somerville Community Youth Program.
- Taught Leadership Courses to youth participants.

Program Development Assistant, American Youth Foundation, St. Louis, MO, 1999

- Developed leadership and diversity curriculum and programming for high school students, implemented curriculum as an instructor, facilitated workshops, and supervised youth implementing social change projects in their schools and communities. Projects included an urban, suburban exchange of students to encourage empathy and equity, food drives, and clothing exchanges.
- Taught monthly leadership courses for over 400 youth participants.
- Completed a needs assessment for diversity programming in area schools and a diversity inventory of a school community.

MELISSA MALONE SANJEH

SKILLS AND PROFESSIONAL DEVELOPMENT

- Suffolk University Restorative Justice Circles Training, 2016
- Boston Day and Evening Academy Responsive Education Alternatives Lab Track 2, 2015, 2016
- Proficient in data management systems including MOSES, ASPEN, and Access
- Attended Restorative Justice Conference, November 2012
- Invited Participant in Jobs for the Future's "Pathways Through Graduation" Conference, Ft. Lauderdale, FL, March 2012
- Motivational Interviewing training, May 2011
- Member of Educational Options Executive Director Interview Committee, September 2011
- Responsive Education Alternative Lab, Institute at Boston Day and Evening Academy, July 2010
- Member, Youth Transitions Funders Group, 2011 - present
- Participant in Boston Public Schools (BPS) Instructional Rounds, 2010 - 2012
- Boston Youth Services Network (BYSN) Steering Committee, 2002 - 2014. BYSN is an active network of Youth Serving Agencies serving the most disenfranchised youth in Boston.
- Co-chair of the Marketing and External Collaborations Committee and a member of Boston Youth Services Network, 2002 - present, Boston, MA
- Invited participant and reviewer of Boston Public Schools Educational Options Restructuring Committee
- "Youth Development Training," Boston Medical Foundation, March 2002, Boston, MA
- "Critical Incident Response for Schools," The Trauma Center, August 2001, Boston, MA
- Member of Steering Committee for Youth Workers Network, a network of youth serving professionals, 2000 - 2001, Somerville, MA
- Member of sub-committee to organize Youth Council to Mayor of Somerville, 2000 - 2001

BIBLIOGRAPHY AND PRESENTATIONS

- Authored ABCD Schools Evaluation Rubric and Report, April 2018
- Developed and Facilitated a program evaluation for the River Church, April 2018.
- Developed and Facilitated a Mission Building process using a design thinking frame for the non-profit, The River South Center January 2018.
- Presented on CBO Schools, DESE Annual Alternative Education Conference, October 2017.
- Mass Insight Off-Track Youth and College Going Panel Member Winter 2017.
- Co-authored ABCD Dorchester Academy Turnaround Plan, December 2015
- Presented paper "Bridging the Gap, The Community Based Education Solution For Boston's At Risk Students" at National Dropout Conference, Chicago, IL, October 2011
- Authored ABCD Ostiguy High School's Recovery School Plan, 2006
- Prepared Violence Prevention Manual for Youth Providers, 1999, St. Louis, MO
- Developed and implemented a Diversity Inventory and Diversity Curriculum for St. Louis, MO high school students for the American Youth Foundation, 1999, St. Louis, MO
- Member of the coordinating council and a sub-committee for the development of a Social Justice Curriculum for the American Youth Foundation's Summer International Leadership Conference, 1997, 1998, and 1999, Merrowvista, New Hampshire

Bill Wilmot

Strategic thinking

- Leading mission based strategic decision making, by collecting and synthesizing the input of disparate constituencies.
- Designing, and growing toward a common vision

Inclusive participation of all constituents

- Challenging all constituencies to engage in their highest value work
- Building proactive, mission-focused organizational cultures

Mission driven leadership

- Realizing mission at all levels: classroom, school, and community
- Leveraging families and alumni as message amplifiers
- Shaping public opinion of organization and industry through media and relationships with thought leaders

Harvard University, Cambridge, MA
Ed.M.—School Leadership (2005-2006)

St. John's College, Annapolis, MD
BA—Liberal Arts (1997-2000)

Boston University, School of Fine Arts
BA (incomplete)—Music Composition, (1995-1996)

KEY SKILLS

EDUCATION

WORK EXPERIENCE

CAST, Inc.

UDL Implementation Specialist (2018-)

- Develop content to turn Universal Design for Learning (UDL) theory into practice
- Lead professional learning experiences for teachers and administrators in UDL practice
- Work with a wide range of schools and districts to implement UDL
- Bring practitioner and professional learning perspective to research and design projects

Venture Educational Collaborative

Founding Partner (2018-)

- Consulting practice focused on rethinking school
- School design, ELL and Special Education program evaluation and design
- Strategic planning
- Program development to promote thoughtful college placement and persistence

Tremont School, Lexington MA

Upper School STEM Teacher (2017-2018)

- Supported transition to new Head of School
- Designed and implemented Living Curriculum in grades 9-12 STEM

Founding Head of School (2011-2017)

- Developed individualized program to realize founding vision
- Led first strategic planning effort
- Grew the school from 11 students to 46 over six years
- Cultivated donor base, growing donations 100%
- Developed and launched innovative Upper School program to fulfill the vision
- Identified and relocated into new facility

Susan Shapiro

EDUCATION

- Master's Degree, Elementary Education, University of New Hampshire, 1990
- Bachelor of Arts, Elementary and Special Education, Wittenberg University, Springfield, Ohio, 1987

EMPLOYMENT

2018 – Present (full-time) / Implementation Specialist, Center for Applied Special Technology

As an Implementation Specialist I collaborate with a team of professional educators to design, plan, pilot, and evaluate innovative professional learning opportunities for educators. I research, design, pilot, and evaluate innovative learning materials at the resource, activity, and institute level.

2007 - 2018 (full-time) / Faculty Member and Graduate Program Coordinator, Elementary Education and Childhood Studies Department, Plymouth State University

In addition to designing and coordinating the graduate program, I taught courses such as *EL 5400 Inclusive Supports and Accommodations* and *EL 5300 Differentiating Instruction, Assessment, and Environment* to graduate pre-service teacher education students and work in the field with interns. I also teach undergraduate courses in the Elementary Education program such as *CD 1000 Introduction to Children and Youth in Schools and Society*, *ED 3051 Designing Positive Learning Communities*, and *SE 2080 Children and Youth with Disabilities*. I was an Early Childhood Department faculty member during my first three (3) years at PSU and taught courses about inclusive learning communities for young children.

1992 – present (part-time) / Educational Consultant, National Center for Inclusive Education, Institute on Disability, University of New Hampshire

In varied capacities, I have provided technical assistance and in-service professional development to New Hampshire school districts working to build inclusive learning communities for more than two (2) decades.

2015 - 2018^{SEP} (part-time) / Educational Consultant, Vermont I-Team, Center for Disability and Community Inclusion, University of Vermont

I worked as the educator on an interdisciplinary team to support school teams in Vermont to implement inclusive practices for students with developmental disabilities. In addition, I collaboratively designed a professional development model for educators in varied roles in Vermont's public schools.

May & August 2016 Invited Participant at the New Hampshire Briefing on Personalized Learning for Students with Disabilities National Center for Learning Disabilities

June 2013^{SEP} / Action Plan Facilitator and Presenter at the Pakistani Educational Leadership Project, Plymouth State University^{SEP}

The Project brought eighteen (18) educators from Pakistan to the United States for a 3- week teacher-training institute for the purpose of relationship building, idea sharing, and professional development. I presented about the facilitation of social relationships for children with disabilities.

1994 – 2005 (part-time) / Adjunct Faculty, Special Education Department, University of New Hampshire^{SEP}

I developed and taught *ED 751/851: Educating Exceptional Learners* for seniors and graduate students seeking teacher certification across content areas. One year I co-taught the course with Jocelyn Curtin, a woman experienced with supports and accommodations in schools, who has Rett Syndrome, and who uses an augmentative communication device.

1992 -1998 (full-time)^{SEP} / Research Associate and Educational Consultant, Institute on

Disability, University of New Hampshire^[SEP]

I worked on state and federally-funded projects related to inclusive education, including: *Partnerships for Inclusion: New Hampshire's Statewide Training and Technical Assistance Project* and *Turning Points: New Hampshire's Transition Initiative and Statewide System's Change Project*, conducted teacher in-service training statewide, nationally, and internationally, and provided technical assistance to school districts. With project colleagues, I published teacher development materials, including *Petroglyphs: The Writing On the Wall*, about moving inclusive education to high schools.

1991 - 1992 (full-time)^[SEP] / Inclusion Facilitator (*a general special education teacher*) Memorial Drive Elementary School, Farmington, New Hampshire^[SEP]

My role was to provide teaching support to all of the K-3 classroom teachers so that every child could access and engage with the general education curriculum (both social and academic). There were no special education classrooms in our school.

1989 - 1991 (full-time) / Graduate Student and Graduate Research Assistant^[SEP] Department of Education, University of New Hampshire, Durham, New Hampshire

While earning my Master's degree in Elementary Education (1990), I worked on a grant-funded project: *Following the Lives of Young Adults with Disabilities*, and collected data about the quality of high school IEPs, specifically looking for evidence of time spent in general education, and a meaningful transition plan.

1988 -1989 (full-time)^[SEP] / First and Second Grade Multi-Age Classroom Teacher^[SEP] Wentworth School, Wentworth, New Hampshire^[SEP]

I worked in a small, rural school as an elementary general education classroom teacher. Notable that year (in terms of my professional development) was the membership of a student with developmental disabilities in our class. Prior to second grade, she had been educated in a segregated special education program outside of town.

1987 - 1988 (full-time) / "Primary Self-Contained Special Needs Teacher"^[SEP] New Hampton

Community School, New Hampton, New Hampshire

This was the job that taught me about inclusive education. My special education class was housed in this separate building near the main school. One of my first SWIFT blogs is an apology to a student in my class.

1987-1988/ Third Grade Student Teacher, The International School of Brussels, Belgium

As a student teacher, I worked with third graders from all over the world. I also met Tina, a high school student with cerebral palsy, who taught me about the importance of presuming competence.

PUBLICATIONS (selected)

- Shapiro-Barnard, S., Sgambati, F., Dixon, B., and Nelson, G. (2000). What have we learned about creating inclusive elementary schools? In J. Nisbet and D. Hagner (Eds.), *Part of the community: Strategies for including everyone*. Baltimore: Paul H. Brookes Publishing Co.
- Shapiro-Barnard, S. (1997). Preparing the ground for what is to come. In C. Jorgensen (Ed.), *Restructuring High Schools for All Students: Taking Inclusion to the Next Level*. Baltimore: Paul H. Brookes Publishing Co.
- Shapiro-Barnard, S., Tashie, C., Martin, J., Schuh, M., Malloy, J., Piet, J., Lichtenstein, S., and Nisbet, J. (1996). *Petroglyphs: The writing on the wall*. Durham: University of New Hampshire.
- Dillon, A., Tashie, C., Shapiro-Barnard, S., Schuh, M., Jorgensen, C., and Nisbet, J. (1993). *Treasures: A celebration of inclusion*. Durham, University of New Hampshire.
- Tashie, C., Shapiro-Barnard, S., Dillon, A., Schuh, M., Jorgensen, C., and Nisbet, J.

(1993). *Changes in latitudes, changes in attitudes: The role of the inclusion facilitator*. Durham: University of New Hampshire.

Tashie, C., Shapiro-Barnard, S., Schuh, M., Jorgensen, C., Dillon, A., Dixon, B., and Nisbet, J. (1993). *From special to regular, from ordinary to extraordinary*. Durham: University of New Hampshire.

Tashie, C., Shapiro-Barnard, S., and Rosetti, Z. (2006). *Seeing the Charade: What we need to do and undo to make friendships happen*. Nottingham, England: Inclusive Solutions.

CREATIVE WORKS (selected)

SWIFT podcast:

<http://www.swiftschools.org/unscripted>

--*Tailoring Education: A journey through differentiating instruction and social/ behavioral instruction (Part 1 & Part 2)*

SWIFT blogs:

<http://www.swiftschools.org/talk?search=shapiro>

--*It's About the Team*

--*Presuming Competence: A Thank You Note to Tina*

--*An Apology to Frank*

--*Through the Eyes of One of the "Other Kids"*

--*"She Won't Get Anything Out of It" and Other Mainstreaming Blunders*

--*Differentiation: The Learning Needs of All Children as Part of the Original Instructional Design*

--*Q: What Does Inclusion Really Look Like? Answers from a Second Grade Classroom*

INVITED PRESENTATIONS (selected)

1994 - present^[1]/ present each year to the NH Leadership Series, Institute on Disability, University of New Hampshire: *Belonging, Friendship and the Presumption of Competence*

2014^[1]/ co-presented with my daughter, Harriet *Inclusion: What Does It Take To Make It Happen?* Broward County Down Syndrome Conference, Broward County, Florida

2010 / presented two (2) days in London, England about facilitating social relationships for students with autism spectrum disorders

2013 – 2016 / Guest instructor for one (1) week each semester in doctoral *Community Inclusion* course at University of Arizona

1996 / co-taught one-week course about inclusive education in Flagstaff, Arizona

1994 / co-taught one-week course about inclusive education in Anchorage, Alaska

1994 / presented at national TASH conference: *What's Hot in Regular Education?*

1992 – 1998 / professional development workshops on varied topics to NH educators:

Introduction to Inclusive Education

Learning Opportunities in the General Education Classroom

Facilitating Friendships and Social Relationships for ALL Children and Youth

Every Child Can Learn: Thinking about Supports and Accommodations

Paraprofessional Training Series: What You Need to Know to Support All Learners

Curriculum Design that Works For Every Child

Thinking about Emotional and Behavioral Supports

REFERENCES (available upon request)

Bill Wilmot

- Founding member of the Micro-schools Consortium

Seacoast Charter School, Dover NH

Head of School (2007-2011)

- Grew the school enrollment threefold
- Led long range strategic planning based on mission and charter
- Applied for and obtained charter renewal for 7 more years
- Founded NH Public Charter Schools Association
- Coordinated statewide advocacy effort to increase state funding by 43%

Middle School Developer (2006-2007)

- Developed middle school program, including curriculum, costing, and growth plan
- Created teacher orientation program
- Identified external partnerships to support new program

Brookline High School, Brookline MA

Physics Teacher (2006-2007)

Uphams Corner Charter School, Boston MA

Math and Science Teacher 7th grade (2004-2005)

- Created/implemented state-aligned 7th grade math and science curriculum
- Oriented new math and science teachers
- Worked as a liaison to the Board of Trustees during leadership transition

World Computer Exchange, Hull MA

Schools Initiative Manager/Program Officer Panama (2002-2007)

- Recruited and managed volunteers
- Prepared grant proposals
- Established sister-school relationships

South Shore Charter Public School (SSCPS), Norwell MA

Level IV Coordinator 7th and 8th grades (2003-2004)

- Managed a team of 3 core teachers, 1 SPED teacher, 4 specialists, and 2 aides
- Created a culture valuing learning and respect of individuals through thoughtful discipline

Level III Math and Science Teacher (5th-7th grades) (2000-2003)

- Developed Science and Social Studies curriculum
- Acted as advocate for student issues

Listen! Blog - <http://listenenergymatter.blogspot.com>

OTHER EXPERIENCE

Guest Presenter

Project Zero – 50th Anniversary

Micro-school Course – Dr. Tina Grotzer, Harvard Graduate School of Education

Project Zero – Brown Bag

Touchstone Community School

Board Member (2016-present)

Microschools Coalition

Founding Member (2013-present)

New Hampshire Chartered Public Schools Association

Bill Wilmot

Co-Founder, Board Chair (2007-2011)

- Organized charter school leaders to coordinate advocacy, raise profile of charter schools, and transform political position of charter schools in the state.
- Planned and advocated for legislative priorities,
- Increased per pupil aid by 43% over two years and lifted moratorium on new schools.
- Spoke for charter schools statewide to shape public opinion about charter schools
 - The Exchange – NH Public Radio call-in show
 - Union Leader – Op Ed
 - Seacoast Online – Op Ed

Town of Arlington

Elected Town Meeting Member (2010-2011)

United Way of the Greater Seacoast

Education Impact Council (2009)

SSCPS Board of Trustees: Faculty Board Member (2002-2004)

- Chair: Bylaw Sub-Committee
- Member: Governance Committee, Education Committee, Facilities Task Force

Lee Academy Pilot School – Management Consulting Team

- Operations consulting
- Developed management and accountability systems
- Researched and advised on mission implementation

Uphams Corner Charter School – Data Consultant

- Internal and external test data analysis
- Wrote and advised on charter renewal document

JENNIFER A. LEVINE

AREAS OF EXPERTISE

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

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

Chief Academic Officer

- Develop training and development program that prepares CAST staff to effectively and efficiently deliver professional learning to teachers, school leaders, and district personnel around the implementation and delivery of Universal Design for Learning.
- Build and manage annual Professional Learning budget; identify resources (human and material) that are relevant to implementation activities; and develop opportunities for new work and revenue streams
- Develop and maintain cooperative relationships with state and district personnel; formalize state and district engagement process; oversee the design and organization of international, national, and regional events that focus on core elements of the UIDL principles and guidelines; manage public relations.

Lead Implementation Specialist

- Worked in conjunction with CAST staff, funders, schools, districts, and departments of education to oversee all UIDL implementation projects; coordinated, facilitated, and structured all work of the Implementation Specialist Team (IST) to ensure the successful delivery of implementation services.
- Provided vision and leadership to foster continuous growth of the IST, identify best practices, and innovate in the services we provide.
- Served as the main point of contact for customized implementation projects.
- Provided effective and motivating professional learning to individuals, teams, and large groups of educators; meet monthly with school-based teams to support the implementation of UIDL 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 and 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
Math and Reading Teacher

1993-1995

- 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

2003-2005

Founding Member

- 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 English and Spanish, including ability to read, write, and lead classroom discussion and professional development in both languages.

Key Personnel	Titles	Annual Salary
Niel Albero	Implementation Specialist	\$129,150
Ari Fleisher	Innovation Network Manager	\$100,000
Jenna Gravel	Senior Research Scientist	\$120,000
Melissa Sanjeh	Implementation Specialist	\$129,150
Susan Shapiro	Implementation Specialist	\$129,150
Bill Wilmot	Implementation Specialist	\$129,150
Jennifer Levine	Chief Academic Officer	\$185,000

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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

July 07, 2022

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

REQUESTED ACTION

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

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

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

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

EXPLANATION

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

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

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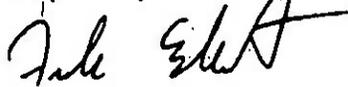
2023-2024 school years. CAST authored the Universal Design for Learning (UDL) framework and guidelines and has spent the past two decades working with schools, districts, states and national leaders to refine and implement UDL. CAST's interdisciplinary staff of educators, technical assistance experts and learning scientists, along with their extensive national network of trained facilitators and advisors has enabled CAST to collaborate with New Hampshire stakeholders to develop a first-rate implementation network in the service of New Hampshire.

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

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

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

Respectfully Submitted,



Frank Edelblut
Commissioner of Education

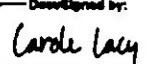
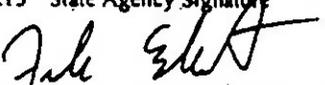
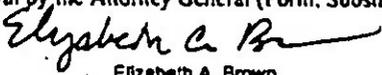
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education (NHED)		1.2 State Agency Address 25 Hall Street Concord, NH 03301	
1.3 Contractor Name CAST, Inc.		1.4 Contractor Address 178 Albion Street Wakefield, MA 01880	
1.5 Contractor Phone Number 781-245-2212	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$1,250,152
1.9 Contracting Officer for State Agency Rebecca Fredette, Administrator Bureau of Special Education		1.10 State Agency Telephone Number 603-271-6693	
1.11 Contractor Signature Designated by:  Date: 7/5/2022		1.12 Name and Title of Contractor Signatory Carole Lacy, CFO	
1.13 State Agency Signature  Date: 7/12/2022		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:  Elizabeth A. Brown On: 7/12/2022			
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
SPECIAL PROVISIONS**

Additional Exhibits D-G

Federal Certification 2 CFR 200.415

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

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

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

Contractor Initials u
Date 7/5/2022

EXHIBIT B SCOPE OF SERVICES

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

FISCAL YEAR 2023

NEW SCHOOLS

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

VETERAN SCHOOLS

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

HUB SCHOOLS

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

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

Contractor Initials DS
u
Date 7/5/2022

EXHIBIT B CONTINUED

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

NHED – EDUCATIONAL CONSULTANT

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

OTHER

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

FISCAL YEAR 2024

SUPPORT FOR NEW NHED UDL IMPLEMENTATION SPECIALISTS

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

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

Contractor Initials a
Date 7/5/2022

EXHIBIT B CONTINUED

SUPPORT FOR NHED UDL CONSULTANT

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

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

ACCESS TO ONLINE MATERIALS

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

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

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

Contractor Initials 
Date 7/5/2022

**EXHIBIT C
METHOD OF PAYMENT**

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

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

Contractor Initials

Date 7/5/2022

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EXHIBIT C CONTINUED

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

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

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

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

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

Method of Payment:

Payment will be made upon the submittal of a monthly invoice that is received by the 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 will be submitted electronically to:

Lynnette Lawrence

lynnette.e.lawrence@doe.nh.gov

Project Director New Hampshire Universal Design for Learning

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


 Contractor Initials
 Date 7/5/2022

EXHIBIT D

Contractor Obligations

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

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

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

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

Procurement of Recovered Materials

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

Revised 6-25-21

Contractor Initials u⁰³
Date 7/5/2022

Exhibit E

Federal Debarment and Suspension

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

Revised 6-25-21

Contractor Initials 
Date 7/5/2022

Exhibit F

Anti-Lobbying

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

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

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

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

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

Revised 6-25-21

Contractor Initials u
Date 7/5/2022

Exhibit G

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

Rights to Inventions Made Under a Contract or Agreement

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

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

Confidentiality

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

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

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

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

Ownership of Intellectual Property

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

Revised 6-25-21

Contractor Initials 
Date 7/5/2022

State of New Hampshire Department of State

CERTIFICATE

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

Business ID: 706295

Certificate Number: 0004912295



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State

Corporate Bylaws

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

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

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

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

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

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

authorized: Carole Lacy

CFO

(list individuals holding positions authorized)

I further certify that it is understood that the State of New Hampshire will rely on this

certificate as evidence that the person listed above currently occupies the position indicated

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

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

DATED: June 24, 2022

ATTEST:

David H. Rose, Clerk
(Name & Title)



CASTINC-01

AGENCYVA

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Elliot Whittier Insurance Services, LLC 75 Sylvan Street Suite B202 Danvers, MA 01923	CONTACT NAME: [Redacted]
	PHONE (AC, No, Ext): (978) 977-4884 FAX (AC, No): (978) 977-0850 EMAIL: Info@elliottwhittier.com
INSURED CAST Inc. 178 Albion St, Ste. 210 Wakefield, MA 01880	INSURER(S) AFFORDING COVERAGE
	INSURER A: Sentinel Insurance Co., LTD NAIC # 11000
	INSURER B: Hartford Insurance
	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.

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 SEE ATTACHED FORM 350008/0403-BUSINESS LIABILITY COVERAGE FORM

CERTIFICATE HOLDER State of New Hampshire Department of Education Attention Barbara Dauphinais 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
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