



Virginia M. Barry, Ph.D.
Commissioner of Education
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Deputy Commissioner of Education
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

June 29, 2012

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

100% Federal Funds

REQUESTED ACTION

Authorize the New Hampshire Department of Education to enter into a contract with Assistive Technology for Education, LLC (vendor code 226855) to provide school districts with audio versions of textbooks and provide an audio lending service to all New Hampshire school districts (K-12) for special education students with certified print disabilities (at no cost to the district). This contract will be in effect from the date of Governor and Council approval through June 30, 2014 in an amount not to exceed \$200,000.00 pending legislative approval of the next biennium budget. These are 100% Federal Funds.

Funding is available with the authority to adjust encumbrances in each of the State fiscal years through the Budget office if needed and justified.

Funding for this request is available from:

	FY13	FY14
06-56-56-562510-4110-102-500731	\$100,000.00	\$100,000.00

EXPLANATION

The Individuals with Disability Education Act (IDEA) requires that students with print disabilities receive their instructional materials in an accessible format. The Local Education Agency (LEA) is required to ensure this provision. Assistive Technology for Education will work in conjunction with the NH Department of Education to provide school districts with audio versions of textbooks and provide outreach and training services to teachers and families regarding the software and programs.

His Excellency, Governor John H. Lynch
and the Honorable Council
Page Two
June 29, 2012

The contract will include, but not be limited to, the following activities:

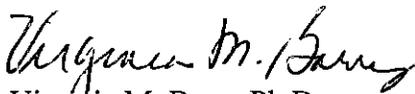
- A program called the **Statewide Access Audiobook Lending Program**, will offer access to audiobooks, software, and implementation to school districts.
- The software will assist educators and students in the conversion of textbooks and instructional materials to DAISY audio and synthesized speech.
- This program will include customized surveys to be disseminated at the end of the year. The data compiled from these surveys will be used to assess the effectiveness and impact of the Statewide Access Audiobook Lending Program throughout the State.
- There will be 10 interactive webinar training sessions.
- There will be 5 live, in-person implementation training seminars to be held at various locations in the State that are open to students, teachers, and any relevant personnel who wish to attend.

A Request for Proposals was advertised in the Manchester Union Leader on April 29th, April 30th and May 1st, 2012 and was posted on the Department's website. There were two (2) respondents to the Request for Proposals: Learning Ally, Inc. and Assistive Technology for Education, LLC. The Department of Education would like to enter into a contract with Assistive Technology for Education, LLC based on their extensive experience in this field. Assistive Technology for Education, LLC is nationally certified as an ATP (Assistive Technology Professional) with RESNA. (Rehabilitation Engineering and Assistive Technology Society of North America) (rubric attached).

Assistive Technology for Education, LLC will be evaluated by the Department through the monitoring of the services provided, and through monthly and annual reporting. In addition, they will submit reports to the Department on their progress in meeting the objectives of this contract.

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

Respectfully submitted,


Virginia M. Barry Ph.D.
Commissioner of Education

VMB:ca
Enclosures

RFP Number	Description	Deadline
SPED-2012-8	New Hampshire Audio Book Services for Elementary and Secondary School Textbooks	May 18, 2012

Two (2) proposals were received from the posting of the above Request for Proposals (RFP)

Learning Ally, Inc.
Diana Petschauer

On May 31, 2012 three reviewers, read the two proposals, met to discuss and rate the proposals. The reviewers were:

- Mary Lane, NHDOE, Education Consultant
- Bill Finn, NHDOE, VR
- Sandra Crossan, Pupil Personnel Services Director, SAU #11 Dover

The proposals were rated based on criteria in the Request for Proposals - SPED-2012-8, Section 9.2, out of a possible 100 points:

- ❖ Diana Petschauer received a score of 78
- ❖ Learning Ally received a score of 63

New Hampshire Department of Education
New Hampshire Audio Book Services for
Elementary and Secondary School Textbooks
RFP Review

Thursday, May 31, 2012
 9:00-12:00pm
 Room 12

*Will be available online for those unable to come to NHDOE

Applicants Name: Learning Ally

Total Score: 63

Criteria from RFP	Bill	Mary L.	Sandra	Total
9.2.1 Significance of Project: Description of bidder's organization capabilities to deliver the services, including a brief description of their personal experience and/or company's experience in developing and implementing a program of this type; to include references as applicable. Please identify the specific subsections of 4.0 as they are addressed (see 4.0 General Requirements) (10 points):	8	7	8	23
Comments: Company presented unclear information in regards to implementation of this program.				
9.2.2 Quality of Services: Describe how you will accomplish the Services to be Provided in 1.0 of this RFP, including activities and strategies that will achieve the desired outcomes. Also identify roles, responsibilities and partners to be involved for the various activities/strategies. Please identify the subsection(s) of the Services to be	22	20	23	65

<p>Provided as you address them in your narrative. (30 points total)</p> <p>9.2.2(a) Content knowledge, including but not limited to, knowledge expertise or working knowledge to coordinate with districts to produce audio versions of textbooks and offer an audio lending service to all New Hampshire school districts (K-12) for special education students with certified print disabilities (at no cost to the district). The audio books can be either synthetic audio format (derived for the federal NIMAC repository) or human speech audio format.</p> <p>9.2.2 (b) Technical Skills, including but not limited to: provide media producer services in audio format, provide outreach and training services to school districts, students, and families in the use of these audio books and conduct webinars and provide web access to information.</p>				
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Comments:
 Company had good content knowledge; however, their proposal provided outreach to limited number of districts.

	Bill	Mary L	Sandra	Total
<p>9.2.3 Management Plan: Provide a work-plan, timeline, milestones or benchmarks in accordance with the activities to carry out Services to be Provided in 1.0 of this RFP (15 points):</p>	9	10	8	27

Comments:
 Company's proposal only provided 95 memberships. NH has more districts.

<p>9.2.4 Personnel and Partners: Provide a listing of the individuals who will have responsibilities within this proposed project, their titles, qualifications and</p>	5	5	5	15
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<p>dufies, and the amount of time each will devote to the project. Identify key partners, describe their anticipated participation and provide documentation of their commitment. (10 points):</p>											
<p>Comments: Company's proposal provided a list of 9 staff but did not indicate their responsibilities to the project. The only key partner listed was NHDOE.</p>											
<p>9.2.5 Adequacy of Resources: Provide a detailed budget, including budget notes/justification, which clearly explains the relationship between proposed activities and expenditures. The budget should be broken down into two (2) fiscal years; FY'13 (July 1, 2012 - June 30, 2013) and FY'14 (July 1, 2013 - June 30, 2014) and not to exceed \$100,000.00 for each year. Indirect costs may not exceed 8%. (25 points):</p>	15	12	42								
<p>Comments: Company provided limited resources that included predominately web-based training.</p>											
<p>9.2.6 Evaluation Plan: Describe your comprehensive plan for the evaluation of the proposed project's activities, effectiveness and impact. (10 points).</p>	Bill 6	Mary L 7	Sandra 5 Total 18								
<p>Comments: Company provided a list of data to be collected, but no outcomes</p>											
<p>TOTAL SCORE</p> <table border="1" data-bbox="1256 730 1385 1192"> <tr> <td>Bill</td> <td>Mary L.</td> <td>Sandra</td> <td>Total</td> </tr> <tr> <td>65</td> <td>64</td> <td>61</td> <td>190</td> </tr> </table>				Bill	Mary L.	Sandra	Total	65	64	61	190
Bill	Mary L.	Sandra	Total								
65	64	61	190								

New Hampshire Department of Education
New Hampshire Audio Book Services for
Elementary and Secondary School Textbooks
RFP Review

Thursday, May 31, 2012
 9:00-12:00pm
 Room 12

*Will be available online for those unable to come to NHDOE

Total Score: 78

Applicants Name: Diana Petschauer

	Criteria from RFP	Bill	Mary L.	Sandra	Total
9.2.1	Significance of Project: Description of bidder's organization capabilities to deliver the services, including a brief description of their personal experience and/or company's experience in developing and implementing a program of this type; to include references as applicable. Please identify the specific subsections of 4.0 as they are addressed (see 4.0 General Requirements) (10 points):	8	8	10	26
Comments: Candidate has Special Education knowledge and experience and elementary, secondary and post-secondary education. Candidate has extensive knowledge and experience in providing assistive technology services and supports to children and adults.					
9.2.2	Quality of Services: Describe how you will accomplish the Services to be Provided in 1.0 of this RFP, including	25	25	25	75

<p>activities to carry out Services to be Provided in 1.0 of this RFP (15 points):</p>						
<p>Comments: Candidate provided a universal work plan model that included timeline and benchmarks.</p>						
<p>9.2.4</p>	<p>Personnel and Partners: Provide a listing of the individuals who will have responsibilities within this proposed project, their titles, qualifications and duties, and the amount of time each will devote to the project. Identify key partners, describe their anticipated participation and provide documentation of their commitment. (10 points):</p>	<p>Bill 8</p>	<p>Mary L 9</p>	<p>Sandra 9</p>	<p>Total 26</p>	
<p>Comments: Candidate provide a list of qualified key partners that will work on this project.</p>						
<p>9.2.5</p>	<p>Adequacy of Resources: Provide a detailed budget, including budget notes/justification, which clearly explains the relationship between proposed activities and expenditures. The budget should be broken down into two (2) fiscal years; FY'13 (July 1, 2012 - June 30, 2013) and FY'14 (July 1, 2013 - June 30, 2014) and not to exceed \$100,000.00 for each year. Indirect costs may not exceed 8%. (25 points):</p>	<p>Bill 20</p>	<p>Mary L 20</p>	<p>Sandra 20</p>	<p>Total 60</p>	
<p>Comments: Candidate provided a well-developed plan.</p>						
<p>9.2.6</p>	<p>Evaluation Plan: Describe your comprehensive plan for the evaluation of the proposed project's activities,</p>	<p>Bill 6</p>	<p>Mary L 7</p>	<p>Sandra 5</p>	<p>Total 18</p>	

Subject: NH Audio Book Services for Elementary and Secondary School Textbooks

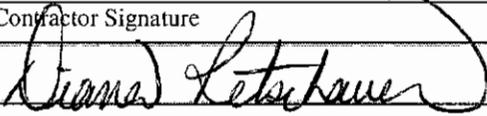
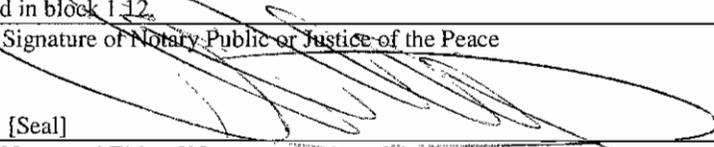
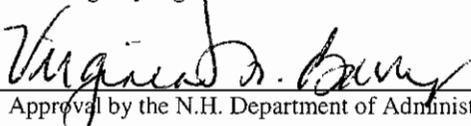
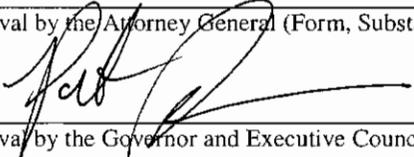
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH State Department of Education, Bureau of Special Ed		1.2 State Agency Address 101 Pleasant Street, Concord, New Hampshire 03301	
1.3 Contractor Name Assistive Technology for Education, LLC		1.4 Contractor Address P.O. Box 1652, Alton, NH 03809	
1.5 Contractor Phone Number 603-998-4980	1.6 Account Number see Exhibit B	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$200,000.00
1.9 Contracting Officer for State Agency Santina Thibedeau, Administrator, Bureau of Special Ed		1.10 State Agency Telephone Number 603-271-3741	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Diana Petschauer	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>6/29/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Carol A. Angowski</u> , Notary Public <small>My Commission Expires <u>5/6/2014</u></small>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Virginia M. Barry Ph.D., Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>8/14/12</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials 
Date 6/29/12

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials *[Signature]*
Date *6/29/12*

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

EXHIBIT A

Services to be Provided

Assistive Technology for Education, LLC will provide the following services to the Department of Education from the date of Governor and Council approval to June 30, 2014:

- 1.1 Coordinate with districts to produce audio versions of textbooks and offer an audio lending service to all New Hampshire school districts (K-12) for special education students with certified print disabilities (at no cost to the district). The audio books can be either synthetic audio format (derived for the federal NIMAC repository) or human speech audio format.
- 1.2 Provide outreach and training services to school districts, students, and families in the use of these audio books.

EXHIBIT B
Estimated budget and payment method

Budget (period ending June 30, 2014)

Account number: 06-56-56-562510-41100000-102-500731

	FY13	FY14
Professional Services	\$100,000.00	\$100,000.00
Total Budget	\$100,000.00	\$100,000.00

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, the total budget shall not exceed the price limitation of \$200,000.00.

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

Invoices will be submitted to:

Barbara Raymond
NH Department of Education
101 Pleasant Street
Concord NH 03301

Initials *JSP*
Date *6/29/12*

EXHIBIT C

Amend Paragraph 14.1.1 of the P-37 to the following:

14.1.1 Comprehensive errors and omissions liability insurance policy in amounts of not less than \$250,000 per incident.

Contractor will carry appropriate levels of personal automobile insurance during the term of this contract, per the coverage levels set forth in the attached Geico Insurance Automobile Declarations, Policy Number 4219035609.

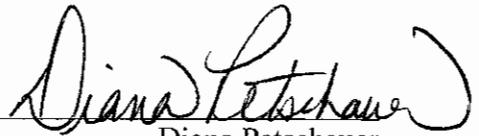
Initials *DTJ*
Date *6/9/12*

CERTIFICATE OF AUTHORITY

(For a Sole Proprietorship)

I, Diana Petschauer, DBA Assistive Technology for Education, LLC, as sole proprietor of my business, certify that I am authorized to enter into a contract with the State of New Hampshire on behalf of myself.

In witness, whereof, I have set my hand as the sole proprietor of the business this 29 day of June, 2012.

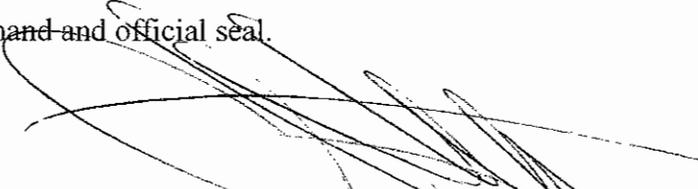

Diana Petschauer

State of New Hampshire

County of

On 29th day of June 2012, before the undersigned officer personally approved the person identified I the foregoing certificate known to me (or satisfactorily proven) to be the owner of the business in the forgoing certificate and acknowledged that he executed the foregoing certificate.

In witness, whereof, I set my hand and official seal.

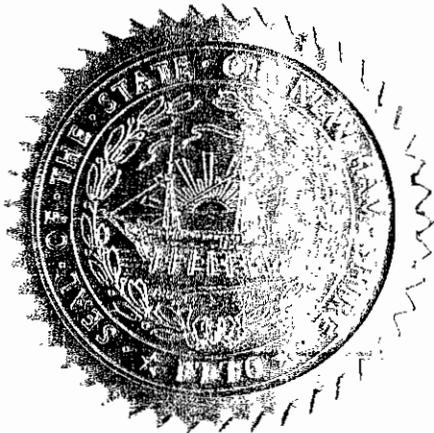

Notary/Justice of the Peace
CAROL A. ANGOWSKI, Notary Public
My Commission Expires: 6/6/2014

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 Assistive Technology for Education, LLC is a New Hampshire limited liability company formed on April 19, 2012. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of July, A.D. 2012

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

William M. Gardner
Secretary of State

Diana Petschauer, ATP
Assistive Technology Specialist
Disability Services for Students
University of New Hampshire
W: (603) 862-2400
C: (603) 998-4980
DP.ATSpecialist@gmail.com

Education:

ATP Certification, Assistive Technology Professional, RESNA, Jan. 2012

Master of Education, Special Education, expected May 2012
University of New Hampshire

Bachelor of Science, Language Arts & Literacy Acquisition, 2009, HQT Language Arts
Graduated summa cum laude
Granite State College, NH

Associates Degree, Teacher Preparation, 2007
Lakes Region Community College, NH

Special Education Certificate, 2008
Lakes Region Community College, NH

Major Areas of Study & Research:

- Assistive Technology
- Literacy Acquisition
- Educational Psychology
- AAC
- Disability Awareness
- Evidence Based Strategies for Teaching Individuals who have Disabilities
- Special Ed. Law, 504, 508 Compliance, WCAG
- Alternative Text
- The Development of the Brain as it relates to learning
- Behavior Management
- Case Management
- Leadership, Administration, Supervision & Management
- Analysis and Assessment in education, AT Evaluation, ABA's & FBA's
- Transitioning
- Rehabilitation
- Universal Design

145+ Hours of Professional development: Workshops and seminars in the area of Special Education and Classroom Management; Literacy; Behavioral Management; Behavioral Psychology, Autism, Assistive Technology, Alternative Communication(AAC), Behavioral & Emotional Disabilities, Reading Intervention, Math Intervention, Alternative Testing, RTI, UDL

Memberships:

RESNA, Rehabilitation Engineering and Assistive Technology Society of North America

ATIA, Assistive technology Industry Association

DSSHE, Disabled Student Services in Higher Education

QIAT, Quality Indicators for Assistive Technology

Association on Higher Education and Disability

Learning Ally (formerly RFB&D)

Bookshare

AccessText Network

NFB

Talking Books, NH State Library

American Printing House for the Blind

AIM, NIMAS Center

Professional Experience:

February 2011-Present:

Assistive Technology Specialist and Alternative Text Coordinator University of New Hampshire

- Responsible for Assessing Assistive technology needs, recommending appropriate and cost effective systems to ensure equal access, and training users on recommended technology.
 - Write Grant proposals and budget proposals to acquire Assistive technologies required.
-
- Manage the document conversion program (from print to audio, digital & Braille). Manage Alternative text requests, acquisition, production, conversion, and distribution, including data collection and reporting.
 - Manage, maintain, and update DSS website.
 - Read/analyze documentation and determine eligibility for accommodations.
 - Provide technical support and training for the various hardware and software involved in the delivery of support services.
 - Teach students to use AT for literacy, study skills, organization, comprehension, retention and time management in addition to accessing the material.
 - Record all data and correspondence in DSS database.
 - Provide presentations and professional development to faculty and staff.
 - Collaborate with IT regarding lecture capture, online learning, web accessibility and academic technology.
 - Provide accommodations to students with visual and hearing impairments, mobility impairments or learning disabilities and function as the Accommodation Specialist for students with visual impairments.
 - Provide Counseling to students regarding campus resources.
 - Provide services for students with temporary medical conditions.
 - Supervision of student staff and interns.
 - Work with faculty and staff to determine technological interventions that assist in maintaining an accessible learning environment.
 - Provide leadership in the area of adaptive technology and function as a resource to the campus and community.
 - Research most innovative technology solutions available.
 - Experience with current technology including: e-books, JAWS, Kurzweil, Read&Write Gold, Dragon, Zoomtext, USB transformer, OCR, Refreshing Braille Displays, MathType, ABYY, ADOBE X Pro., DOLPHIN Converter, DAISY, NIMAS, HTML, Smart Pen, AAC software and devices, eye-gaze systems, iPad, Apps, Captioning, Transcribing, Hearing Loops, FM systems, Blackboard, Xtender, Banner, Webl, Mic.Office, Mac and PC Platforms.
 - Knowledge of Web accessibility standards including WCAG 2.0.
 - Knowledge of federal and state laws regarding disability access and compliance, including Sec.504 and 508 of the ADA.

September 2010-February 2011:

Special Education Paraprofessional Associate Teacher Grade 7 & 8 Alton Central School

Educating and assisting middle school students diagnosed with IDD and LD, in the classroom setting as well as the Resource Room. Fostering Inclusion, Literacy, Reading, Writing,

Mathematics, Remediation and Study Skills, Assistive technology, Alternative Text. Extensively trained in Wilson Reading and implementing this program for reading recovery and support. Utilizing TextHelp (Read & Write Gold 9), and Kurzweil3000 with students, a read-aloud assistive technology/ co-writer program with phonetic prediction and highlighting, in addition to other report-writing features. AAC devices were used and supported in correlation with PECS and Boardmaker for communication and instruction. Kindles and iPads were utilized for literacy and instructional support. Dragon, speech-to-text program, was also utilized by students for researching and completing assignments.

Special Ed. Teacher and Faculty Advisor for the after school program, *Future Prospects*. ~~Working with and supervising a paraprofessional and 15 students who are diagnosed with various disabilities.~~ We fostered social and emotional skills, as well as independent living skills, as the students plan activities in school and their community. We support the students joining clubs, planning field trips, volunteering, planning community service, and most importantly developing lasting and meaningful friendships with their peers. These students explore their interests and talents, and lead cooperatively as they plan new learning experiences. The important skills are learned in a natural setting. Assistive Technology is used and supported for communication and participation.

August 2009-June 2010:

**Associate Preschool Teacher
Strafford County Head Start**

Educated students ages 3 to 5, fostering literacy, language, pre-math, science and environment exploration and discovery, geography, and social skills. Special emphasis in utilizing Creative Curriculum and facilitating in-depth investigations to fulfill curiosities and learning needs. Utilized PBIS to support positive social relationships and behavior. Worked with students to support OT, PT, and speech therapies as needed, provided carry-over services, and prepared all students for the transition to kindergarten. (Milton 2 classroom closed due to funding and attendance/ transportation).

May 2009-July 2009:

**Special Education paraprofessional
Alton Central School**

*Providing 1:1 assistance and positive behavioral support to 2 students in the first grade. Assisting with Math, Reading Support, and Writing, as well as Behavioral supports, communication, and OT/ sensory services; Title 1 Reading services and assessments (running records), Adapting & modifying curriculum as needed. Prior to this I was a 1:1 Para for a deaf student in the first grade. Supporting Sign Language and verbal speech for a student with a recent cochlear implant.

*P/T **facilitator** of the educational technology program, TextHelp- Read&Write Gold for students' grades five through seven. Assisting in the use of R&W Gold for various subjects such as Reading, English, and Writing, as well as research and essays. TextHelp provides support for students who are struggling with reading and writing using features such as highlighting & read out-loud and phonological prediction. This is especially helpful for students who have Dyslexia or another learning disability. Also trained faculty and support staff to utilize this program with students, as well as other Assistive Technology programs.

Assistant teacher for the summer school integrated preschool program for the month of July. The program consisted of students' ages 3 and 4 who are at-risk or diagnosed with various disabilities, including Autism, DeGeorge's syndrome and speech & language delays.

Feb. 2007-March 2009:

Special Education Paraprofessional, 1:1 and P/T Learning Center Teacher

Prospect Mountain High School Alton NH

Educated and provided one-to-one support to a high school student coded for LD, Dyslexia, and ADD through his academic classes; fostered remediation skills, literacy, reading and math support and utilized assistive technology, specifically TextHelp (Read & Write Gold). Contributed as a team member to the student's IEP goals/ objectives and transition planning for college.

~~Part-time Special Ed. teacher in the Learning Center~~ assisting students in the 9th-12th grades in all academic subject areas, as well as facilitating the assistive technology program PLATO (Online Learning Courses). Specializing in teaching methods for students with EH, Autism, and ODD.

During the summer I facilitated the PLATO summer school program, July-August for students seeking credit recovery.

In addition I was employed as a **1:1 Para for a severely autistic high school student**, 2 afternoons per week in the summer of 2009. Assisting with OT, PT, communication, community outings, recreation & prevention of SIB. Supported the use of PECS, Switches, and Dynavox.

Aug. 2003-February 2007:

Special Education & Medical Paraprofessional

Alton Central School (K-8)

Educating and providing one-to-one care for a non-verbal, severely disabled middle school student with MR, autism, and intractable epilepsy. Assisting in education, communication, carry-over and maintenance of physical therapy, occupational therapy, and speech therapy, integration planning into the school and community, and adaptive Phys. Ed. Provided adaptations and modifications to educational assignments. Accompanied the student in school, on field trips, as well as several community outings to the post office, grocery store, and bank; Contributed as a team member to the IEP goals & objectives. Planned, prepared, and completed the NH Alternative Assessment portfolio with student. Facilitated communication via several

AAC devices such as The Eye Gaze System, The Dynavox, and many other voice output touch-screen devices and computers using Boardmaker and Speaking Dynamically Pro. Switches and Jelly buttons were also used for communication and instruction. Utilized Velcro boards and icons, as well as PECS for communication. Assisted student and Nurse with ADL's. Provided assistance and maintenance of all arm and leg braces and supports, as well as maintaining equipment such as the wheelchair, Stander, and Walker. Continued to provide education through ESY program for 3 summers. Transitioned the student to the high school for the beginning of his freshman year. I played an integral role in developing and starting this student's current delivery business as future employment, delivering mail, groceries, and library books to the elderly in town.

Aug. 2001-August 2003:

Special Education Assistant Teacher

Alton Central School

Morning Preschool: Educated students ages 3 and 4 in an integrated classroom setting with equal numbers of typical students to special needs students. Special emphasis was on working with students of various disabilities such as Cerebral Palsy, Learning Disabilities due to Fetal Alcohol Syndrome or premature birth, ADHD, Autism, Aspergers, Hearing Impairment, and

Down syndrome. Fostered academics, socialization, and acceptance and created a comfortable environment where all students felt welcome and confident in their own abilities. Worked with students to achieve their IEP goals, in addition to fostering literacy and language acquisition, while following through with all physical, occupational, and speech therapies as directed by the therapists. Utilized positive behavior management skills to maintain a happy learning environment.

Afternoon Kindergarten: Worked one-to-one with a **non-verbal autistic** student in an integrated classroom setting. Educated academically, facilitated communication and fostered integration with peers. Fostering independence and preventative strategies to cope with SIB. Provided carryover of services such as PT, OT, and Speech therapy.

Volunteer Work:

Granite State College Council; student representative- collaborating with the College president, teacher representatives, faculty reps, and student reps regarding policy and procedure decisions at GSC. 2007-2009

Educational Advocate and Surrogate Parent for Students with Disabilities, PIC and Department of Education. 2001-2009

NHSTE Board Member; Special Ed. Liaison for The NH Society for Technology in Education. 2009

Aug.2007-May 2009:

Community Service Advisor; Introduced and implemented the **Literacy for Youth Program;** fostering Literacy in Early Education. Sophomore students from PMHS read to Kindergarten students from Alton Central School, as well as planned and participate in literacy activities.

Feb.2007-May 2009: Member and assistant coordinator for the **Prospect Mountain Outing Club;** Students & Teachers planning and participating in hiking and rock climbing, camping, canoeing, rafting, exploring and enjoying the outdoors. We also assist the Environmental Club with recycling. Promoting Global awareness, environmental sustainability, and love of nature & the outdoors.

