

21



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

February 26, 2021

His Excellency, Governor Christopher T. Sununu
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education to amend the current contract with Utah State University, Center for Technical Assistance for Excellence in Special Education (TAESE) Center for Persons with Disabilities, Logan, Utah (vendor code 177846), by moving \$34,685.54 in unspent funds from FY'20 to FY'21, and extending the completion date from June 20, 2021 to June 30, 2021 to recruit educational sign language interpreter candidates that seek State certification, provide preliminary assessment through the Educational Interpreter Performance Assessment (EIPA), effective upon Governor approval. The Governor and Council originally approved this contract on March 7, 2018, Item #52A. 100% Federal Funds.

Funds to support this request are available in the account titled Special Education-Elem/Sec., in FY'20 and FY'21 as follows;

06-56-56-562010-25040000-102-500371	<u>FY'18</u>	<u>FY'19</u>	<u>FY'20</u>	<u>FY'21</u>
Contracts for Program Services	\$25,000.00	\$50,000.00	\$15,317.46	\$59,682.54

State Fiscal Year	Accounting Unit	Current Contract Amount	Increase/Decrease	Modified Contract Amount
2018	25040000	\$25,000.00	\$0.00	\$25,000.00
2019	25040000	\$50,000.00	\$0.00	\$50,000.00
2020	25040000	\$50,000.00	(\$34,685.54)	\$15,314.46
2021	25040000	\$25,000.00	\$34,685.54	\$59,685.54
Total				\$150,000.00

TDD Access: Relay NH 711
EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES

EXPLANATION

Utah State University, Center for Technical Assistance in Special Education (TAESE) Center for Persons with Disabilities was contracted to provide services in the recruitment of educational sign language interpreter candidates that seek State Certification, providing preliminary assessment through the Educational Interpreter Performance Assessment (EIPA), and providing comprehensive training to participants in order to increase the number of certified educational interpreters to serve student who are hearing impaired, deaf, or deaf-blind, as designated by Individual Education Programs (IEP) in New Hampshire based on Ed 50735.

The Department of Education requests to move \$34,682.54 from FY'20 to FY'21. Due to Covid-19 pandemic restraints, Utah State University-TAESE was not able to provide several of the services as outlined in the contract for FY'20. The services, which cannot be provided remotely, include, but are not limited to, providing in-person training.

- Provide in-person training and, if needed, long distance training to participants in order to achieve a score of 3.5 or higher on the EIPA for State certification.
- Provide in-person training and, if needed, long distance training to participants who require knowledge in the field of education in order to provide services to students who are hearing impaired, deaf, or deaf-blind, given the academic rigor of the general curriculum, and the need to efficiently and effectively work in conjunction and collaborate with teachers and specialists.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

I hereby approve this request pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-A4 as extended by Executive Orders 2020-05 and 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, and 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, and 2020-24, 2020-25, 2021-01, and 2021-02 and suspend the Manual of Procedures 150, V., B., 1., requirement.

3-8-21

Date



Governor Christopher T. Sununu

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, hereinafter "the Agency," and Utah State University, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by the Governor & Council on March 7, 2018 (Item 52A) hereby agree to modify same as follows:

1. Amend Section 1.6 of form P-37 by removing June 20, 2021 and replacing with June 30, 2021
2. Remove Exhibit A Scope of Services and replace with Exhibit A-1 Special Provisions
3. Remove Exhibit B Budget and Replace with Exhibit B-1 Scope of Work
4. Remove Exhibit C Special Provisions and replace with Exhibit C-1 Method of Payment
5. All other provisions of this agreement shall remain in full force and effect as originally set forth: and
6. This amendment shall commence upon Governor approval and shall terminate on (June 30, 2021).

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: [Signature]
Frank Edelblut, Commissioner of Education Date

Utah State University
By: Maren Redd 03/02/2021
Maren Redd, Date

On this the _____ day of _____, 20__ before me, _____, the undersigned officer, personally appeared _____ known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

N/A COVID 19
Notary Public/Justice of the Peace

Commission Expires

Approved as to form, substance and execution by the Attorney General this 4th day of March, 2021

[Signature]
Christopher Bond, Attorney General's Office

Approved by the Governor this _____ day of _____, 2021

Governor, Christopher T. Sununu Date

Exhibit A-1

Exhibits D, E, F and G

Add language to **9. DATA/ ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.4 STATE acknowledges that CONTRACTOR is subject to the Utah Government Records Access and Management Act, Title 63G, Chapter 2, U.C.A. 1953, the STATE understands that if it believes that any records it submits to CONTRACTOR should be considered confidential for business purposes under Section 630 2-309, the STATE must attach written notice of that opinion, to the record, when the record is first submitted. The STATE understands that CONTRACTOR will not treat any such record as confidential under Section 63G-2-309 absent such written notification. Additionally, the STATE agrees that both the State of Utah and CONTRACTOR (USU), nor any of their agents or employees is responsible for disclosure of any record that the STATE considers confidential if either the State Records Committee or court orders it released.

The Business Confidentiality Claim can be located and downloaded at:
<http://innovation.usu.edu/intellectual-property-services/pdf/request-for-protected-record-status.pdf>

Add language to **13. INDEMNIFICATION.**

To the extent permitted by law, 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.

Contractor Initials ME
Date 03/02/2021

Exhibit B-1

SCOPE OF SERVICES

Utah State University (USE), Center for Technical Assistance for Excellence in Special Education (TAESE) Center for Persons with Disabilities will provide the following services annually to the New Hampshire Department of Education, Bureau of Special Education:

New Hampshire Educational Sign language Interpreter Recruitment, Assessment and training Program

- Recruit a minimum of twenty (20) participants who seek State certification as a New Hampshire Educational Interpreter/Transliterators to serve students who are hearing impaired, deaf, or deaf-blind that require American Sign Language as a means to access education.
- Provide a preliminary summary diagnostic report to the Bureau of Special Education and a prescriptive diagnostic report for each participant from initial performance on the Educational Interpreter Performance Assessment (EIPA) prior to training and a summary report upon completion of the EIPA and training.
- Establish training sites and provide in-person training and, if needed, long distance training to participants in order to achieve a score of 3.5 or higher on the EIPA for State certification. Provide full access to communication, including interpreting and Computerized Access Realtime Translation (CART), and accommodations to participants during all components of the training.
- Provide in-person training and, if needed, long distance training to participants who require knowledge in the field of education in order to provide services to students who are hearing impaired, deaf, or deaf-blind, given the academic rigor of the general curriculum, and the need to efficiently and effectively work in conjunction and collaborate with teachers and specialists.
- Upon completion of training, a minimum of 10 participants will earn a score of 3.5 or higher on the EIPA.
- Provide opportunities for continual professional growth and technical assistance to participants upon earning a score 3.5 or higher on the EIPA and completion of training.

Contractor Initials ME
Date 03/02/2021

**Exhibit C-1
Budget**

FY'20

Description	FY'20 Original	FY'20 (Decrease)	FY'20 Adjusted
Salaries	\$14,935.95	(\$7,277.22)	\$7,658.73
Fringe	\$6,870.54	(\$1,767.72)	\$5,102.82
Professional Fees	\$17,600.00	(\$17,600.00)	\$0.00
Travel	\$6,300.00	(\$6,300.00)	\$0.00
Current Expenses	\$589.81	(\$589.81)	\$0.00
Indirect Costs (8%)	\$3,703.70	(\$1,150.79)	\$2,552.91
Total	\$50,000.00	(\$34,685.54)	\$15,314.46

FY'21

Description	FY'21 Original	FY'21 Increase	FY'21 Adjusted
Salaries	\$3,455.00	\$7,277.22	\$10,732.22
Fringe	\$1,589.30	\$1,767.72	\$3,357.02
Professional Fees	\$14,000.00	\$17,600.00	\$31,600.00
Travel	\$4,000.00	\$6,300.00	\$10,300.00
Current Expenses	\$103.86	\$589.81	\$693.67
Indirect Costs (8%)	\$1,851.84	\$1,150.79	\$3,002.63
Total	\$25,000.00	\$34,685.54	\$59,685.54

Limitations on Price: This contract will not exceed \$150,000.00

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

06-56-56-562010-25040000-102-500371	<u>FY'18</u>	<u>FY'19</u>	<u>FY'20</u>	<u>FY'21</u>	<u>Total</u>
Contracts for Program Services	\$25,000.00	\$50,000.00	\$15,314.46	\$59,685.54	\$150,000.00

Method of Payment:

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

Invoices will be submitted to:

Joanne DeBello, Project Director
Educational Sign Language
Interpreter Recruitment, Assessment and Training Program
NH Department of Education
Bureau of Special Education
101 Pleasant Street
Concord, New Hampshire 03301

Contractor Initials ME
Date 03/02/2021

EXHIBIT D

Contractor Obligations

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

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

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

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

Procurement of Recovered Materials

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

Contractor Initials 
Date 03/02/2021

Exhibit E

Federal Debarment and Suspension

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

Contractor Initials 
Date 03/02/2021

Exhibit F

Anti-Lobbying

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

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

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

Contractor Initials ML
Date 03/02/2021

Exhibit G

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

Rights to Inventions Made Under a Contract or Agreement

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

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

Confidentiality

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

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

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

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

Ownership of Intellectual Property

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

Contractor Initials 
Date 03/02/2021



UTAH STATE TAX COMMISSION
TAXPAYER SERVICES DIVISION 210 N 1950 W SALT LAKE CITY UT 84134-0000

Website: tax.utah.gov
BIL 014 04/09

Account Type: Sales and Use Tax
Account ID: 11895815-003-STC

Date Issued: August 16, 2011

Letter ID: L1953713152



UTAH STATE UNIVERSITY
UTAH STATE UNIVERSITY OFFICE OF THE CONTROLLE
U UTAH STATE UNIVERSITY
LOGAN UT 84322-0001

We approved your request for sales tax exemption as a Religious or Charitable institution. You may claim a sales tax exemption or refund on most of your purchases. You do not have to charge sales tax on most of your sales.

What To Do

- Please use the Exemption Number N21278 when you make purchases and claim an exemption at the time of purchase.
- Please use the coupons with account number 11895815-003-STC when you claim a refund from us.

Charging Sales Tax

- You must charge sales tax if you make sales that are not directly related to a religious or charitable act or organization. Section 513 of 26 U.S.C.A., defines unrelated trades or business.
- You must charge sales tax on food if you sell it to the general public on a regular basis.
- You are not required to charge sales tax on food you sell to the general public if the sales are at an occasional religious or charitable function.

Paying Sales Tax

- You must pay sales tax if you buy items that are not directly related to a religious or charitable act or organization. Section 513 of 26 U.S.C.A., defines unrelated trades or business.
- You must pay sales tax if you make purchases for your personal use not related to the organization.
- You must pay sales tax at the time of purchase if you make purchases totaling less than \$1,000.
 - ♦ You may claim a refund on this type of purchase.
- You are not required to pay sales tax if you make purchases totaling \$1,000 or more and you give the seller a completed Form TC-721, Exemption Certificate, available on our website at tax.utah.gov/forms.
- You are not required to pay sales tax if you have a written contract with the seller. If you do not have a written contract, you may use Form TC-73, Sales Tax Exemption Contract, available on our website at tax.utah.gov/forms.
- You are not required to pay sales tax on utilities (electricity, gas, telephone service, etc.) if you give the public utility a completed Form TC-721, Exemption Certificate, available on our website at tax.utah.gov/forms.

Exempt Taxes

- This exemption applies to Utah state & local combined sales and use taxes and related taxes such as:
 - ♦ Transient Room Tax
 - ♦ Resort Communities Tax
 - ♦ Prepared Food Tax
 - ♦ Tourism Leasing Tax

The Utah Taxpayer Bill of Rights (Pub 2) is available on the Tax Commission's website tax.utah.gov or upon request. This publication describes your rights and obligations and the Tax Commission's procedures for appeals, refund claims and collections.

If you need an accommodation under the Americans with Disabilities Act, contact the Tax Commission at 801-297-3811 or TDD 801-297-2020. Please allow three working days for a response.



UTAH STATE TAX COMMISSION
TAXPAYER SERVICES DIVISION 210 N 1950 W SALT LAKE CITY UT 84134-0000

Website: tax.utah.gov

UTAH STATE UNIVERSITY OFFICE OF THE CONTROLLER

August 16, 2011

NON-Exempt Taxes

- This exemption does not apply to:
 - ♦ Motor Fuel or Special Fuel Taxes
 - ♦ Property Taxes
 - ♦ Waste Tire Fees
 - ♦ City Franchise Taxes
 - ♦ Other State's Taxes
 - ♦ Federal Taxes

How To Claim A Refund

1. You may claim refunds as often as once a month.
 - ♦ You have three years from the date the sales tax was paid to claim a refund. According to Utah law we must deny the claim if it has been more than three years.
 - ♦ Do NOT send receipts, schedules or similar documents to the Tax Commission.
 - ♦ We will send you a refund coupon booklet in January of each year. The booklet will have 12 coupons.
2. Use only original coupons from the coupon booklet. Do not use copies.
 - ♦ Do make changes to the coupon.
 - ♦ You may make address corrections on the "Change" form in the back of the coupon booklet.
3. The "Tax Period" on the coupon is for the month you fill out and send the refund request. It does not represent the month the sales tax was paid.
 - ♦ You may pay sales tax for any number of months before you fill out and send a refund request coupon.
 - ♦ If there are months you do not fill out and send a refund request coupon, please discard the coupon for those months.
4. Each claim should be for the total amount of Utah sales tax paid.
5. Each claim should be for \$100 or more.

Records To Keep

- You must keep the following records for three years from the date of the refund request:
 - ♦ Receipts
 - ♦ Invoices
 - ♦ Schedules
 - ♦ Work papers used to calculate the refunds.

Contact Information

If you have any questions, please call Camille Webb at (801) 297-7732 or toll free 1-800-662-4335 ext. 7732 or send me a fax at (801) 297-7699. You may also write to me at the address at the top of this notice.

Respectfully,
Camille Webb
Tax/Motor Vehicle Tech
Taxpayer Services Division

Internal Revenue Service
District Director

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: JUL 27 1998

Person to Contact:

Dottie Downing

Telephone Number:

513-241-5199

Fax Number:

513-684-5936

Federal Identification Number:

87-6000528

Utah State University

4400 University Blvd
Logan, UT 84322-4400

Dear Sir or Madam:

This is in response to your request for affirmation of your organization's exempt status.

On April 8, 1959, we issued a letter that recognized your organization as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information submitted with the application, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(ii). That classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's purposes, character, method of operations, or sources of support have changed, please let us know so we can consider the effect of the change on the organization's exempt status and foundation status.

Revenue Procedure 75-50, published in Cumulative Bulletin 1975-2 on page 587, sets forth guidelines and record keeping requirements for determining whether private schools have racially nondiscriminatory policies as to students. Your organization must comply with this revenue procedure to maintain its tax-exempt status.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

(2)

Utah State University
87-6000528

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, they are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

*
990
No

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions concerning this matter, you may write or telephone us at the address or telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,



C. Ashley Bullard
District Director

Certificate of Authority

I, Kim Call, Clerk/Secretary of Utah State University, Division of Sponsored Programs ("the corporation") do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following is (are) true and complete copy(ies) of the resolutions(s) adopted by the board of directors of the corporation at a meeting of that board on or before July 1, 2014, which meeting was held in accordance with the law of the state of incorporation, if applicable, and the by-laws of the corporation;
- (4) The following is a true and complete copy of a by-law (Utah State University Policy Number 528) adopted at an organizational meeting on or before July 1, 2014;
- (5) The foregoing resolution(s) and/or by-law are in full force and effect, un-amended, as of the date hereof; and
- (6) Signatory Maren Redd had the power and authority to sign the amendment to the contract on behalf of Utah State University on the date it was signed, January 26, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of USU Division of Sponsored Programs, this 18 day of February, 2021.

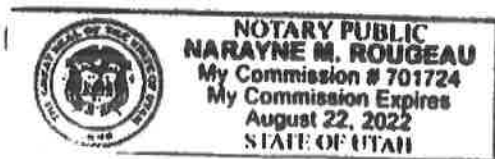
Kim Call
Clerk / Secretary

State of Utah

County of Cache

On 18 February, 2021, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of Utah State University, Division of Sponsored Programs identified in the foregoing certificate, and I acknowledge that she executed the foregoing certificate.


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



Narayne M Rougeau
Notary Public



MEMORANDUM

DATE: July 1, 2020
TO: Division of Sponsored Programs
FROM: Lisa M. Berreau
Vice President for Research

SUBJECT: Office of Research Sponsored Programs Signature Authority
RE: **USU Policy 528 – Approved March 26, 2014**
This Authority Effective: July 1, 2020 to June 30, 2021

The following table is a summary of signature authority delegations for the Vice President for Research. Additionally, should the vice president for research be unavailable for signature, an associate vice president for research in the Office of Research shall have delegated signature authority.

Type of Document	*Signature By GCOs and Sr. GCOs
<ul style="list-style-type: none">Competing Grant Applications to Govt./Non-Profit SponsorsNon-competing Grant Applications to Govt./Non-Profit SponsorsSubcontracts (Incoming)Subcontracts Originals (Outgoing)Subcontracts Amend (Outgoing)Contracts/Research Collaborations (with or w/out \$) Proposals and awards - all sponsors.	Up to \$10 million SPO Executive Director \$10 to \$20 million - SPO Executive Director or Over \$20 million - Vice President for Research
Master Agreements	Executive Director, SPO
Prior Approval Requests and Administrative Updates for all grants (no cost extension letters, cover letters for just-in-time info, pre-award cost prior approvals, and letters of request for change in institution or PI.	GCOs, Sr. GCOs or SPO Executive Director
Indemnification Agreements	Executive Director, SPO
Awarded Contract Administration Actions (not increased work scope of \$)	GCOs, Sr. GCOs or SPO Executive Director
Final Invention Statements	GCOs, Sr. GCOs or SPO Executive Director
Relinquishing Statements	GCO's, Sr. GCOs or SPO Executive Director
Certificate of Animal Care and Use Approval	GCOs, Sr. GCOs or SPO Executive Director
Certification of Human Participants Research Approval Status	GCOs, Sr. GCOs or SPO Executive Director
All other certifications requested by sponsor for institutional approvals.	GCOs, Sr. GCOs or SPO Executive Director
Non-disclosure Agreements related to Sponsored Research	GCOs, Sr. GCOs or SPO Executive Director

* Table Reference: Grant Contract Officer (GCO) & Senior Grant Contract Officer (Sr. GCO)

LMB/tts

Cc: President Noelle Cockett
Provost Frank Gale
David Cowley, Vice President for Business and Finance
Alexa Sand, Associate Vice President, Office of Research
Blake Tullis, Associate Vice President, Office of Research
Kevin Peterson, Executive Director, USU Division of Sponsored Programs, Office of Research
Branden Blanchard, Finance Officer, Office of Research



POLICY MANUAL

OPERATING POLICIES AND PROCEDURES

Number 528

Subject: Contract Signature Authority and Delegation

Effective Date: July 1, 2014

CONTRACT SIGNATURE AUTHORITY AND DELEGATION

528.1 PURPOSE

To establish policy regarding signature authority, and the delegation of signature authority, with respect to contracts that bind the University to any legal obligation. This policy is established to minimize financial, legal, and related risks and to ensure that appropriate fiscal and management controls are in place for the benefit of the entire institution.

528.2 DEFINITIONS

Contract: A written agreement or other formal instrument where there is mutual agreement to terms that bind the University to any legal obligation. Typically, at least one party to the transaction is external to the University. A contract may be in the form of an agreement, proposal, statement, notice, resolution, letter, memorandum of understanding (MOU), memorandum of agreement (MOA), purchase order, license, indenture, grant, cooperative agreement, etc. In addition, such documents may go by other names as well.

528.3 POLICY

Unless otherwise delegated, contracts may only be signed by the following authorized signers:

Authorized Signer	Origin of Authority	Scope
President of the University	State statute 53B via Board of Regents	All documents
Vice President for Business and Finance	Resolution of the Board of Trustees & USU Policy 104	All documents
Associate Vice President for Business and Finance & Controller	Resolution of the Board of Trustees	All documents

Vice President for Research	USU Policy 104	Grants, contracts, or cooperative agreements related to sponsored research
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528.4 DELEGATION

In limited circumstances, the Vice President for Business and Finance may delegate signature authority for contracts approved in form and substance where the agreement is repetitive in nature and the document is highly standardized. The delegation of signature authority will be issued in the form of a letter. Any contract signed by an individual with delegated signature authority shall have the same force and effect as if the Vice President for Business and Finance signed the contract.

As granted in Policy 104, the Vice President for Research may delegate signature authority to staff for contracts, grants, and cooperative agreements related to sponsored research. The Vice President for Research will provide a copy of written delegation of authority to be kept on file in the Office of the Vice President for Business and Finance.

As of the effective date of this policy, all previous delegations of signature authority are superseded and rendered void. All future delegations of signature authority will be rendered void if a delegate changes employment position, is on extended leave, terminates employment, or has a similar event wherein the intent and purpose of delegation is rendered obsolete.

The University President, Vice President for Research, or the Vice President for Business and Finance may revoke delegation of signature authority at their discretion.

All delegations of signature authority will be reviewed on a regular basis.

Employees who sign contracts without properly delegated authority may be at risk of legal action and may be subject to University disciplinary action.

528.5 ROUTING

Contract Type	Routing
Contracts, grants, and cooperative agreements related to sponsored research	Sponsored Programs Office
All other Contracts	Purchasing and Contract Services



Utah Division of Risk Management

Certificate of Coverage

ISSUER: UTAH STATE RISK MANAGEMENT
5120 STATE OFFICE BUILDING
SALT LAKE CITY UT 84114
(801) 538-9560

CERTIFICATE #: CERT-2101217

ISSUE DATE: 02/03/2021

THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDERS AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGES REFERENCED BELOW.

COVERED ENTITY INFORMATION

COVERED ENTITY: UTAH STATE UNIVERSITY		6600 Old Main Hill LOGAN	UT	84322
CERTIFICATE HOLDER: State of New Hampshire Department of Education		101 Pleasant Street Concord	NH	03301
POLICY NUMBER: [REDACTED]	EFFECTIVE DATE: 07/01/2020	EXPIRATION DATE: 06/30/2021		

COVERAGES

THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED ENTITY 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 AND TO THE PROVISIONS OF THE GOVERNMENTAL IMMUNITY ACT OF UTAH (UCA §63G-7-101).

COVERAGE	LIMITS
<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PROFESSIONAL LIABILITY <input type="checkbox"/> HEALTH CARE PROFESSIONAL LIABILITY <input type="checkbox"/> EMPLOYEES DISHONESTY/FAITHFUL <input type="checkbox"/> PERFORMANCE ERRORS AND OMISSIONS <input type="checkbox"/> PERSONAL AND ADVERTISING INJURY <input type="checkbox"/> PRODUCTS LIABILITY/COMPLETED OPERATIONS	EACH OCCURRENCE: \$1,000,000 GENERAL AGGREGATE: \$2,000,000
<input type="checkbox"/> AUTO LIABILITY <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> GARAGE LIABILITY	COMBINED SINGLE LIMIT: (EACH OCCURRENCE) GENERAL AGGREGATE:
<input type="checkbox"/> AUTO COMP/COLLISION	AUTO COMP/COLLISION DEDUCTIBLE:
<input type="checkbox"/> PROPERTY <input type="checkbox"/> COURSE OF CONSTRUCTION	PROPERTY LIMIT: COURSE OF CONSTRUCTION LIMIT:
REASON FOR REQUEST: Proof of insurance FY21. USU Center for Persons with Disabilities will be providing services to the New Hampshire Department of Education for the recruitment of educational sign language interpreter candidates that seek State certification and preliminary assessment through the Educational Interpreter Performance Assessment.	

ADDITIONAL INSURED

<input type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LOSS PAYEE
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AUTHORIZED REPRESENTATIVE: **Darin Dennis**

DATE: 02/03/2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/03/2021

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

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

PRODUCER MORETON & COMPANY P O BOX 58139 SALT LAKE CITY UT 84158-0139		CONTACT NAME BLAKE GREEN PHONE (A/C, No, Ext) FAX (A/C, No) E-MAIL ADDRESS BGREEN@MORETON.COM		
INSURED UTAH STATE UNIVERSITY UMC 8800 LOGAN UT 84322		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A WCF MUTUAL INSURANCE COMPANY		10033
		INSURER B		
		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 RSTD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input type="checkbox"/> <input type="checkbox"/>				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input type="checkbox"/> <input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> <input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A		07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACC DENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Coverage limited to locations in Utah and operations subject to the jurisdiction of Utah law.

CERTIFICATE HOLDERATTN: BARBARA J. DAUPHINAIS
NEW HAMPSHIRE DEPARTMENT OF EDUCATION
101 PLEASANT ST
CONCORD NH 03301-3852**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



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

February 7, 2018

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

REQUESTED ACTION

Authorize the Department of Education to enter into a contract with Utah State University, Center for Technical Assistance for Excellence in Special Education (TAESE) Center for Persons with Disabilities, Logan, Utah (vendor code 177846) in an amount not to exceed \$150,000.00 to recruit educational sign language interpreter candidates that seek State certification, provide preliminary assessment through the Educational Interpreter Performance Assessment (EIPA), effective upon Governor & Council approval through June 20, 2021. 100% Federal Funds.

Funds to support this request are available in the account titled Special Education-Elem/Sec., and are anticipated to be available in FY'20 and FY'21, upon the availability and continued appropriation of funds in the future operating budget;

	<u>FY'18</u>	<u>FY'19</u>	<u>FY'20</u>	<u>FY'21</u>
06-56-56-562010-25040000-102-500371	\$25,000.00	\$50,000.00	\$50,000.00	\$25,000.00
Contracts for Program Services				

EXPLANATION

Utah State University, Center for Technical Assistance for Excellence in Special Education (TAESE) Center for Persons with Disabilities will provide services to the New Hampshire Department of Education, Bureau of Special Education in the recruitment of educational sign language interpreter candidates that seek State certification, providing preliminary assessment through the Educational Interpreter Performance Assessment (EIPA), and providing comprehensive training to participants in order to increase the number of certified educational interpreters to serve students who are hearing impaired, deaf, or deaf-blind, as designated by Individual Education Programs (IEP) in New Hampshire based on Ed 507.35.

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

February 7, 2018

Page Two

Utah State University, Center for Technical Assistance for Excellence in Special Education (TAESE) Center for Persons with Disabilities will provide the following services:

- Recruit a minimum of 20 participants who seek State certification as a New Hampshire Educational Interpreter/Transliterators to serve students who are hearing impaired, deaf, or deaf-blind that require American Sign Language as a means to access education.
- Provide a preliminary summary diagnostic report to the Department and a prescriptive diagnostic report for each participant from initial performance on the EIPA prior to training and a summary report upon completion of the EIPA and training.
- Establish training sites and provide in-person training and, if needed, long distance training to participants in order to achieve a score of 3.5 or higher on the EIPA for State certification.
- Provide full access to communication, including interpreting and Computerized Access Realtime Translation (CART), and accommodations to participants during all components of the training.
- Provide in-person training and, if needed, long distance training to participants who require knowledge in the field of education in order to provide services to students who are hearing impaired, deaf, or deaf-blind, given the academic rigor of the general curriculum, and the need to efficiently and effectively work in conjunction and collaborate with teachers and specialists.
- Upon completion of training, a minimum of 10 participants will earn a score of 3.5 or higher on the EIPA.
- Provide opportunities for continual professional growth and technical assistance to participants upon earning a score 3.5 or higher on the EIPA and completion of training.

A Request for Proposals (RFP) was advertised in the Manchester Union Leader for the period September 10th, September 11th and September 12th, 2017 and posted on the Department of Education's website. There were two (2) proposals submitted to the Request for Proposals "Educational Sign Language Interpreter Recruitment, Assessment and Training Program

A review committee consisting of Helene Anzalone, Education Consultant, Bureau of Special Education, Sherry Burbank, Education Consultant, Bureau of Special Education and Lori Noordergraaf, Education Consultant, Bureau of Special Education reviewed the proposals received by the deadline. Utah State University, Center for Technical Assistance for Excellence in Special Education (TAESE) Center for Persons with Disabilities proposal met the criteria of the Request for Proposals (Attachment A).

The Department of Education would like to contract with Utah State University, Center for Technical Assistance for Excellence in Special Education (TAESE) Center for Persons with Disabilities as they currently serve thirteen (13) States providing educational interpreter evaluation for skills and training to meet the skill needs of interpreters working in K-12 settings serving deaf and hard of hearing students.

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

February 7, 2018

Page Three

The project has been in existence since 2001 and the multi-State collaboration effort is starting its 16th year of service. The training program is accomplished with the leadership of instructors who are certified interpreters and experienced interpreter educators.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Frank Edelbut', written in a cursive style.

Frank Edelbut
Commissioner of Education

FE:BJD
Attachments

Attachment A

New Hampshire Educational Sign Language Interpreter Recruitment, Assessment and Training Program

Proposal Criteria in the RFP

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

Two (2) proposals were received:

Northeast Deaf and Hard of Hearing Services
Utah State University

Name of bidder

Utah State University

Helene Anzalone	Sherry Burbank	Lori Noordergraaf	
<u>Score</u>	<u>Score</u>	<u>Score</u>	<u>Peer Review</u>
95	94	94	94.6

Name of bidder

Northeast Deaf and Hard of Hearing Services

Helene Anzalone	Sherry Burbank	Lori Noordergraaf	
<u>Score</u>	<u>Score</u>	<u>Score</u>	<u>Peer Review</u>
55	54	79	66

An RFP review occurred on October 31, 2017. The RFP review panel consisted of the following employees from the Department of Education:

Helene Anzalone, Education Consultant, Bureau of Special Education

Helene has been with the Department of Education since December 1, 2014 as an Education Consultant. Duties include: public and private compliance, professional development training-Measurable Goals, Written Prior Notice, Accommodations and Modifications, the Special Education Process, and UDL.

Helen reviews & monitors Federal Grants; she has reviewed several proposals received from the issuance of a request for proposals. Helene provides technical support to parents, districts and other stakeholders regarding New Hampshire and Federal Special Education Law.

Helene has seventeen years of teaching experience in New Hampshire schools as a special education teacher; seven years in Massachusetts public schools and private special education schools and six years as a district sped administrator (3 years each in 2 districts).

Sherry Burbank, Education Consultant, Bureau of Special Education

Sherry has 22 years' experience in NH secondary education, including 8 years working with students who are incarcerated. Sherry's work over the past 10 years has focused on secondary transition from school to competitive employment. She is currently the Education Consultant for secondary transition at the NH Bureau of Special Education where she has participated in the process of reviewing several State RFPs. Academically, Sherry holds a Bachelor of Arts in History cum laude and a Master of Education from the University of New Hampshire.

Lori Noordergraaf, Education Consultant, Bureau of Special Education

Lori graduated from Keene State College with a Bachelor's Degree in Elementary Education and Special Education; she received her Masters of Education through Antioch University with a concentration in Education by Design, and a Certificate through Antioch University in Autism Spectrum Disorders.

Lori is licensed in New Hampshire as a Special Education Teacher and Elementary Education (K-8). Her Endorsements include: Emotional Behavior Disorders, Intellectual & Developmental Disabilities.

Lori spent 23 years as a Special Education teacher in New Hampshire Public Schools working in the Elementary, Middle and High School levels, with the opportunity to support students and families as they transition in and out of each level.


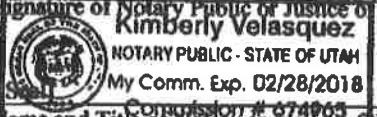

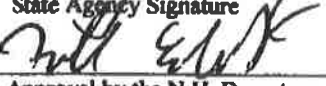
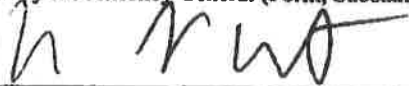
Lori has been with the Department of Education, Bureau of Special Education for the past three and a half years, her primary responsibilities are: program approval, the Compliance and Improvement monitoring of Public Schools, Private Providers of Special Education, and Public Academies, and providing training to New Hampshire schools and programs.

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Education, Bureau of Special Education		1.2 State Agency Address 101 Pleasant Street Concord, New Hampshire 03301	
1.3 Contractor Name Utah State University, Center for Technical Assistance for Excellence in Special Education (TAESE)		1.4 Contractor Address 1415 Old Main Hill, Room 64 Logan, Utah 84322	
1.5 Contractor Phone Number 435-797-9277	1.6 Account Number See Exhibit B	1.7 Completion Date June 20, 2021	1.8 Price Limitation \$150,000.00
1.9 Contracting Officer for State Agency Santina Thibodeau Administrator, Bureau of Special Education		1.10 State Agency Telephone Number 603-271-3791	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Richard McKinnon, Grant & Contract Officer	
1.13 Acknowledgement: State of <u>Utah</u> , County of <u>Cache</u> On <u>1-26-2018</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  			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Kimberly Velasquez - Executive Assistant</u>			
1.14 State Agency Signature  Date: <u>2.2.18</u>		1.15 Name and Title of State Agency Signatory <u>FRANK EDEBLUT, Commissioner of Education</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>2/22/2018</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Exhibit A

SCOPE OF SERVICES

Utah State University (USE), Center for Technical Assistance for Excellence in Special Education (TAESE) Center for Persons with Disabilities will provide the following services annually to the New Hampshire Department of Education, Bureau of Special Education:

New Hampshire Educational Sign language Interpreter Recruitment, Assessment and Training Program

- Recruit a minimum of twenty (20) participants who seek State certification as a New Hampshire Educational Interpreter/Transliterater to serve students who are hearing impaired, deaf, or deaf-blind that require American Sign Language as a means to access education.
- Provide a preliminary summary diagnostic report to the Bureau of Special Education and a prescriptive diagnostic report for each participant from initial performance on the Educational Interpreter Performance Assessment (EIPA) prior to training and a summary report upon completion of the EIPA and training.
- Establish training sites and provide in-person training and, if needed, long distance training to participants in order to achieve a score of 3.5 or higher on the EIPA for State certification. Provide full access to communication, including interpreting and Computerized Access Realtime Translation (CART), and accommodations to participants during all components of the training.
- Provide in-person training and, if needed, long distance training to participants who require knowledge in the field of education in order to provide services to students who are hearing impaired, deaf, or deaf-blind, given the academic rigor of the general curriculum, and the need to efficiently and effectively work in conjunction and collaborate with teachers and specialists.
- Upon completion of training, a minimum of 10 participants will earn a score of 3.5 or higher on the EIPA.
- Provide opportunities for continual professional growth and technical assistance to participants upon earning a score 3.5 or higher on the EIPA and completion of training.

Initial JEM
Date 1/26/2018

Exhibit B

Budget

Budget

Description	FY'18	FY'19	FY'20	FY'21	Total
Salaries	\$10,448.66	\$15,002.42	\$14,935.95	\$3,455.00	\$43,842.03
Fringe	\$4,806.38	\$6,901.11	\$6,870.54	\$1,589.30	\$20,167.33
Professional Fees	\$1,500.00	\$17,600.00	\$17,600.00	\$14,000.00	\$50,700.00
Travel	\$5,000.00	\$6,300.00	\$6,300.00	\$4,000.00	\$21,600.00
Current Expenses	\$1,393.10	\$492.76	\$589.81	\$103.86	\$2,579.53
Indirect Costs (8%)	\$1,851.86	\$3,703.71	\$3,703.70	\$1,851.84	\$11,111.11
Total	\$25,000.00	\$50,000.00	\$50,000.00	\$25,000.00	\$150,000.00

Limitations on Price: This contract will not exceed \$150,000.00

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

Account: 06-56-56-2010-25040000-102-500731	<u>FY'18</u>	<u>FY'19</u>	<u>FY'20</u>	<u>FY'21</u>
Contracts for Program Services	\$25,000.00	\$50,000.00	\$50,000.00	\$25,000.00

Method of Payment:

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

Invoices will be submitted to:

Joanne DeBello, Project Director
Educational Sign Language
Interpreter Recruitment, Assessment and Training Program
NH Department of Education
Bureau of Special Education
101 Pleasant Street
Concord, New Hampshire 03301

Initial JD
Date 1/26/2018

Exhibit C

Add language to **9. DATA/ ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.4 STATE acknowledges that CONTRACTOR is subject to the Utah Government Records Access and Management Act, Title 63G, Chapter 2, U.C.A. 1953, the STATE understands that if it believes that any records it submits to CONTRACTOR should be considered confidential for business purposes under Section 630 2-309, the STATE must attach written notice of that opinion, to the record, when the record is first submitted. The STATE understands that CONTRACTOR will not treat any such record as confidential under Section 63G-2-309 absent such written notification. Additionally, the STATE agrees that both the State of Utah and CONTRACTOR (USU), nor any of their agents or employees is responsible for disclosure of any record that the STATE considers confidential if either the State Records Committee or court orders it released.

The Business Confidentiality Claim can be located and downloaded at:
<http://innovation.usu.edu/intellectual-property-services/pdf/request-for-protected-record-status.pdf>

Add language to **13. INDEMNIFICATION.**

To the extent permitted by law, 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.

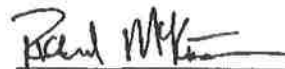
Initial RAM
Date 1/26/2018

Supplements to Agreement (P-37) per request of State of New Hampshire Department of Education, Bureau of Special Education

Proposal (RFP): *New Hampshire Education Sign Language Interpreter Recruitment, Assessment and Training*

Contractor: Utah State University

1. N/A, Utah State University is an academic institution and governmental entity of the State of Utah.
2. Please see attached (Certificate of Authority).
3. Please see 1.11 and 1.12 of the Agreement/Contract (P-37).
4. Please see Exhibit A (Scope of Service), Exhibit B (Budget), and Exhibit C (added provisions) of the Agreement initialed and dated.
5. Please see: <https://www.usu.edu/president/missionstatement/>
6. Please see: <https://www.usu.edu/>
7. Please see attached (Certificate of Insurance).
8. Please see: https://controllers.usu.edu/report/Annual_Reports
9. Please see: <https://www.usu.edu/trustees/members/>
10. Personnel on Project: John Copenhaver, TAESE Director. LeeAnn Lundgreen, Coordinator of Programs III. Dr. Bern Jones, TASK12/TIPS Director: Dr. Bern Jones will be available on this project and complete all deliverable up to and until July 1, 2018, after July 1, 2018 there will be other personnel completing the tasks of Dr. Bern Jones. Please see attached (Resumes).



Richard McKinnon, JD
Grant & Contract Officer
Utah State University
1415 Old Main Hill, Room 64
Logan, UT 84322-1415

Certificate of Authority

I, Kim Velasquez, Clerk/Secretary of USU Division of Sponsored Programs do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following is (are) true and complete copy(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on July 1, 2014, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation;
- (4) The following is a true and complete copy of a by-law adopted at a (shareholder / organizational) meeting on July 1, 2014;
- (5) The foregoing resolution(s) and by-law are in full force and effect, un-amended, as of the date hereof; and,
- (6) Signatory (Richard McKinnon) had the power to sign the contract on behalf of Utah State University on the date it was signed (January 26, 2018).

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of USU Division of Sponsored Programs, this 26 day of January 2018.

(Corporate Seal if any)


Clerk / Secretary

(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

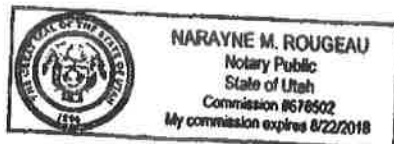
STATE OF Utah

COUNTY OF Cache

On 26 January, 2018, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that she executed the foregoing certificate.

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


Notary Public





POLICY MANUAL

OPERATING POLICIES AND PROCEDURES

Number 528

Subject: Contract Signature Authority and Delegation

Effective Date: July 1, 2014

CONTRACT SIGNATURE AUTHORITY AND DELEGATION

528.1 PURPOSE

To establish policy regarding signature authority, and the delegation of signature authority, with respect to contracts that bind the University to any legal obligation. This policy is established to minimize financial, legal, and related risks and to ensure that appropriate fiscal and management controls are in place for the benefit of the entire institution.

528.2 DEFINITIONS

Contract: A written agreement or other formal instrument where there is mutual agreement to terms that bind the University to any legal obligation. Typically, at least one party to the transaction is external to the University. A contract may be in the form of an agreement, proposal, statement, notice, resolution, letter, memorandum of understanding (MOU), memorandum of agreement (MOA), purchase order, license, indenture, grant, cooperative agreement, etc. In addition, such documents may go by other names as well.

528.3 POLICY

Unless otherwise delegated, contracts may only be signed by the following authorized signers:

Authorized Signer	Origin of Authority	Scope
President of the University	State statute 53B via Board of Regents	All documents
Vice President for Business and Finance	Resolution of the Board of Trustees & USU Policy 104	All documents
Associate Vice President for Business and Finance & Controller	Resolution of the Board of Trustees	All documents

Vice President for Research	USU Policy 104	Grants, contracts, or cooperative agreements related to sponsored research
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528.4 DELEGATION

In limited circumstances, the Vice President for Business and Finance may delegate signature authority for contracts approved in form and substance where the agreement is repetitive in nature and the document is highly standardized. The delegation of signature authority will be issued in the form of a letter. Any contract signed by an individual with delegated signature authority shall have the same force and effect as if the Vice President for Business and Finance signed the contract.

As granted in Policy 104, the Vice President for Research may delegate signature authority to staff for contracts, grants, and cooperative agreements related to sponsored research. The Vice President for Research will provide a copy of written delegation of authority to be kept on file in the Office of the Vice President for Business and Finance.

As of the effective date of this policy, all previous delegations of signature authority are superseded and rendered void. All future delegations of signature authority will be rendered void if a delegate changes employment position, is on extended leave, terminates employment, or has a similar event wherein the intent and purpose of delegation is rendered obsolete.

The University President, Vice President for Research, or the Vice President for Business and Finance may revoke delegation of signature authority at their discretion.

All delegations of signature authority will be reviewed on a regular basis.

Employees who sign contracts without properly delegated authority may be at risk of legal action and may be subject to University disciplinary action.

528.5 ROUTING

Contract Type	Routing
Contracts, grants, and cooperative agreements related to sponsored research	Sponsored Programs Office
All other Contracts	Purchasing and Contract Services



MEMORANDUM

DATE: July 1, 2015

TO: Division of Sponsored Programs

FROM: Mark R. McLellan, Vice President for Research and Dean of the School of Graduate Studies

SUBJECT: Office of Research & Graduate Studies and Division of Sponsored Programs Signature Authority

RE: USU Policy 528 – Approved March 26, 2014
This Authority Effective: July 1, 2015 to June 30, 2016

The following table is a summary of signature authority delegations for the Vice President for Research. Additionally, should the vice president for research be unavailable for signature, an associate vice president for research in the RGS Office shall have delegated signature authority.

Type of Document	*Signature By GCOs and Sr. GCOs
<ul style="list-style-type: none"> Competing Grant Applications to Govt./Non-Profit Sponsors Non-competing Grant Applications to Govt./Non-Profit Sponsors Subcontracts (Incoming) Subcontracts Originals (Outgoing) Subcontracts Amend (Outgoing) Contracts/Research Collaborations (with or w/out \$) Proposals and awards – all sponsors. 	Up to \$10 million SPO Executive Director \$10 to \$20 million – SPO Executive Director Over \$20 million - Vice President for Research
Master Agreements	Executive Director, SPO
Prior Approval Requests and Administrative Updates for all grants (no cost extension letters, cover letters for just-in-time info, pre-award cost prior approvals, and letters of request for change in institution or PI.	GCOs, Sr. GCOs or SPO Executive Director
Indemnification Agreements	Executive Director, SPO
Awarded Contract Administration Actions (not increased work scope of \$)	GCOs, Sr. GCOs or SPO Executive Director
Final Invention Statements	GCOs, Sr. GCOs or SPO Executive Director
Relinquishing Statements	GCOs, Sr. GCOs or SPO Executive Director
Certificate of Animal Care and Use Approval	GCOs, Sr. GCOs or SPO Executive Director
Certification of Human Participants Research Approval Status	GCOs, Sr. GCOs or SPO Executive Director
All other certifications requested by sponsor for institutional approvals.	GCOs, Sr. GCOs or SPO Executive Director
Non-disclosure Agreements related to Sponsored Research	GCOs, Sr. GCOs or SPO Executive Director

* Table Reference: Grant Contract Officer (GCO) & Senior Grant Contract Officer (Sr. GCO)

MRM/tls

Cc: Provost Cockett
 David Cowley, Vice President for Business and Finance
 Jeff Broadbent, Associate Vice President, RGS Office
 Richard Inouye, Associate Vice President, RGS Office
 Scott Bates, Associate Vice President, RGS Office
 Kevin Peterson, Executive Director, USU Division of Sponsored Programs
 Craig Kelley, RGS Finance Officer

Vice President for Research and Dean of the School of Graduate Studies
 1450 Old Main Hill Logan, UT 84322-1450
 PH (435) 797-1180 FAX (435) 797-1367 mark.mclellan@usu.edu

CERTIFICATE OF INSURANCE		CERTIFICATE # CERT-1800883 ISSUE DATE 01/25/2018											
PRODUCER UTAH STATE RISK MANAGEMENT 5120 STATE OFFICE BUILDING SALT LAKE CITY UT 84114 (801) 538-8560		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE											
INSURED UTAH STATE UNIVERSITY 6600 Old Main Hill LOGAN UT 84322		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 10%;">COMPANY LETTER</td><td>A UTAH STATE RISK MANAGEMENT FUND</td></tr> <tr><td>COMPANY LETTER</td><td>B</td></tr> <tr><td>COMPANY LETTER</td><td>C</td></tr> <tr><td>COMPANY LETTER</td><td>D</td></tr> <tr><td>COMPANY LETTER</td><td>E</td></tr> </table>		COMPANY LETTER	A UTAH STATE RISK MANAGEMENT FUND	COMPANY LETTER	B	COMPANY LETTER	C	COMPANY LETTER	D	COMPANY LETTER	E
COMPANY LETTER	A UTAH STATE RISK MANAGEMENT FUND												
COMPANY LETTER	B												
COMPANY LETTER	C												
COMPANY LETTER	D												
COMPANY LETTER	E												
COVERAGES <small>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.</small>													
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY) POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS									
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNERS AND CONTRACTORS PROI <input type="checkbox"/> PRODUCTS-COMP OPS AGGREGATE <input type="checkbox"/> PERSONAL AND ADVERTISING INJURY	HE 56	07/01/2017 06/30/2018	EACH OCCURRENCE \$1,000,000 PRODUCTS-COMP/OP AGG PERSONAL ADV INJURY GENERAL AGGREGATE \$2,000,000 FIRE DAMAGE (any 1 fire) MED EXPENSE (any 1 pers)									
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> MIXED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY			COMBINED SINGLE LIMIT BODILY INJURY (per person) BODILY INJURY(per accident) PROPERTY DAMAGE									
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			EACH OCCURRENCE AGGREGATE									
	OTHER <input type="checkbox"/> PROFESSIONAL LIABILITY <input type="checkbox"/> PROPERTY <input type="checkbox"/> ERRORS AND OMISSIONS <input type="checkbox"/> AUTO COMP AND COLLISION <input type="checkbox"/> COURSE OF CONSTRUCTION			EACH OCCURRENCE AGGREGATE									
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLE/SPECIAL ITEMS: <small>Proof of Insurance FY18 USU College of Education and Human Services Technical Assistance for Excellence in Special Education is providing training and orientation on the education of students children with disabilities to the New Hampshire Department of Education. Three staff members of USU are involved with this project (John Copenhagen, Dr. Bern Jones, and Lee Ann Lundgreen). Beginning 11/1/2018 and Ending 12/31/2020</small>													
CERTIFICATE HOLDER <input type="checkbox"/> Additional Insured New Hampshire Department of Education 101 Pleasant Street NH 03301													
		<small>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.</small> AUTHORIZED REPRESENTATIVE DATE Mark Petersen 01/25/2018											

John D. Copenhaver

Current Position

Director – The Center Technical Assistance for Excellence in Special Education (TAESE) at the Center for Persons with Disabilities at Utah State University.

Education

Ed.D.—Educational Leadership (In progress)
Brigham Young University, Provo, UT

M.Ed—Special Education and Administration
University of Montana, Missoula, MT

Certifications:

- Special Education Teacher
- LEA Director
- School Principal
- School Psychologist

B.A.—Philosophy/Psychology
University of Utah, Salt Lake City, UT

Positions:

- Director— Center for Technical Assistance for Excellence in Special Education (TAESE) 2006–2017
- Principal Investigator –MPRRC/TAESE 1996–2014
- Director – Mountain Plains Regional Resource Center (MPRRC) 1996–2009
- Summer School Teacher
- Cooperative Special Education Director
- School District Director
- School Psychologist
- Resource Teacher 6-9
- Special Education Teacher K-8

Technical Experience in Special Education 1990–2014

- Provide special education technical assistance for State Education Agencies (SEA) across the country
 - General Supervision Responsibilities
 - Special Education Topics
 - Special Education Dispute Resolution
 - Special Education Advisory Panel
 - Compliance and Results Indicators
- Serve as educational consultant and technical assistance provider in special education and related services to the twenty-three State Education Agencies (SEA)
- Provided Technical Assistance regarding the education of Indian Children with Disabilities
- Facilitate State, local, regional, and national special education task forces and workgroups.
- Assist State education agencies in reviewing and developing special education policy guidelines and procedure documents.
- Coordinate TAESE staff recruitment, staff planning, implementation, and evaluation of technical assistance activities
- Provide management and leadership for the Center on Technical Assistance for Excellence in Special Education and Principal Investigator for the Mountain Plains Regional Resource Center

Professional Experience

MPRRC Director—1996-2009 An Office of Special Education Programs (OSEP) funded project serving 11 states.

- Provided leadership and technical assistance on a wide variety of special education topics.

TAESE Director and MPRRC Principal Investigator—1996–present

- Provide management and leadership for the Center for Technical Assistance for Excellence in Special Education.
- Serve as educational consultant in special education and technical assistance provider to the State Education Agencies (SEA) of Arizona, Colorado, Kansas, Montana, Nebraska, North Dakota, New Mexico, South Dakota, Utah, Wyoming, the Bureau of Indian Education, and Idaho.
- Negotiate, implement, and evaluate technical assistance agreements between the TAESE and State special education directors.
- Provide leadership and oversight on all major TAESE projects including TASK12, Dispute Resolution Consortium, Kansas TASN, Arizona Recruitment, and 22 individual State contracts.
- Facilitate State, local, regional, and national special education task forces and workgroups.
- Supervise consultants contracted for special assignments; administer contracted work.
- Assist State education agencies in reviewing and developing special education policy, guidelines, and procedure documents.

Flathead County Rural Special Education Cooperative, Kalispell, MT

Director of Special Education—1981–1989

- Provided administration of special education programs for 16 rural school districts.
- Planned and implemented comprehensive services for students with disabilities.

Flathead County Rural Special Education Cooperative, Linderman School, Grade 7, Kalispell, MT

Resource Teacher—1973–1989

- Provided evaluation and programming for junior high school students with disabilities. Main area of emphasis involved learning students who are disabled and emotionally disturbed.

Flathead County Rural Special Education Cooperative, Kalispell, MT

School Psychologist—1980–1989

- Provided psychological evaluations for students referred for possible special education services.

Elmo Elementary School, Elmo, MT

Self-contained Special Education Teacher—1972–1973

- Provided evaluation and programming for Native American students with emotional problems.

Professional Certifications/Licenses

- **Licensed**—School Psychologist
- **Teaching Endorsement**—K-12 Resource Teacher and Special Education
- **Certification**—School Principal
- **Certification**—School District Special Education Director

Honors/Awards

- **Recipient**—Joleta Reynolds National Excellence in Special Education Award, LRP Publications, 2007
- **Recipient**—Martha Fields National Award, National Association of State Directors of Special Education, Williamsburg, Virginia, 2006
- **Recipient**—Award for Outstanding Service in Special Education from the Office of Indian Education Programs, Bureau of Indian Affairs, 1999

LEEANN LUNDGREEN

EDUCATION

B.S. Degree, Communicative Disorders
Utah State University (USU), Logan, UT

in progress

B.S. Degree, Social Work
Utah State University (USU), Logan, UT

Minor, Family and Human Development
Utah State University, Logan, UT

PROFESSIONAL SKILLS AND EXPERIENCE

Communication and Interpersonal

- Manage EIPA registration processes for K-12 Sign Language Interpreters
- Coordinate EIPA testing sessions including locations, equipment details, travel coordination and scheduling interpreter test times
- Provide excellent customer service working with interpreters to answer questions and assist with registration for testing
- Plan and organize the annual TASK12 Advisory Board meeting
- Work well under pressure and demonstrates strong customer relations skills while working as a program coordinator
- Prepare and execute contracts with States for TASK12 services

Social and Human Services

- Volunteered over 450 hours of service at Sunshine Terrace Foundation, Logan UT

WORK/LEADERSHIP HISTORY

TASK12 Program Coordinator, TAASE/USU, Logan, UT January 2012 – current

AmeriCorp Volunteer, Sunshine Terrace Foundation, Logan, UT September 2010-April 2011

Office Manager/Program Coordinator, USU University Inn and Conference Center, Logan, UT
September 2006-September 2010

Dr. Bern Jones' Professional Education, Experience, Publications:

Education:

Doctor of Education, Special Education, University of Kansas – 1993

Master of Education, Educational Administration, University of Arizona – 1974

Bachelor of Arts, Special Education (Deaf), University of Arizona – 1972

Courtesy of TAESE

Professional Experience:

2004-Present: Project Director, Training and Assessment Systems for K-12 Educational Interpreters (TASK12) [www.task12.org] (Alabama, Alaska, Arizona, Idaho, Iowa, Kansas, Montana, Nebraska, New Mexico, Oklahoma, Oregon, Utah, Wyoming).

2007-2008: Project Director, Arizona Training of Interpreters in Public Schools (ATIPS).

2002-2004: Project Director, Regional Assessment System for K-12 Interpreters (Alaska, Arizona, Bureau of Indian Affairs, Colorado, Idaho, Iowa, Kansas, Montana, Nebraska, New Mexico, Oklahoma, Utah, Wyoming).

2001-2004: Project Director, RSA7 Regional Interpreter Training Partnership (KS, NE, IA and MO).

2000-2001: Professor, Interpreter Training Program, Johnson County Community College, Overland Park, Kansas & Assistant Professor, University of Kansas, Lawrence, Kansas.

1998-2000: Educational Interpreting Specialist, Educational Interpreting Certificate Program (EICP) & Project Director, RSA Region VIII Interpreter Training Grant, Front Range Community College, Westminster, Colorado.

1996-1999: Instructor and Skills Specialist, Educational Interpreting Certificate Program (EICP) Pilot Project, serving K-12 Educational Interpreters in the states of Montana and Wyoming.

1984-1998: Program Coordinator/Instructor, Interpreter Training Program, Johnson County Community College, Overland Park, Kansas.

1985-1994: Project Coordinator, Interpreter Training Project, RSA Region VII through Johnson County Community College, Overland Park, Kansas.

1980-1984: Assistant Dean of Instruction and Director, Howard County Junior College District-SouthWest Collegiate Institute for the Deaf (SWCID), Big Spring, Texas.

1978-1980: Director, Regional Day School Program for the Deaf, El Paso Independent School District, El Paso, Texas.

1975-1978: Principal, Nebraska School for the Deaf, Omaha, Nebraska.

1971-1975: Teacher of the Deaf, Arizona State School for the Deaf and the Blind, Tucson, Arizona

Consultation/Teaching Part Time

2006-Present: Consultant for Program Development and Instructor, Sorenson Video Relay Service

1993-1997: Instructor, University of Kansas, Lawrence, Kansas.

1994: Assistant Professor, University of Kansas Regents Center, Overland Park, Kansas.

1989: Instructor, University of Kansas Medical Center, Kansas City, Kansas.

1980: Instructor, University of Texas at El Paso, El Paso, Texas.

1977: Instructor, Metropolitan Technical Community College, Omaha, Nebraska.

Professional Certification:

Registry of Interpreters for the Deaf: Comprehensive Skills Certificate.

Award:

Fred R. Murphy Award for Lifetime Achievement (1998). American Deafness and Rehabilitation Association, Greater Kansas City Chapter.

Interpreter Evaluation/Assessment Instruments:

Trained Educational Interpreting Performance Assessment (EIPA) Lead Evaluator

Trained Kansas State Certification (KQAS) Lead Evaluator

Registry of Interpreters for the Deaf (RID) Trained Evaluator

Organizational Memberships:

The Registry of Interpreters for the Deaf

The Conference of Interpreter Trainers (past Board Member)

Achievements:

Developed and wrote, applied for and received several federal and multi-state projects totaling more than \$3,000,000 serving several states and the Bureau of Indian Education [Regional Assessment System (RAS) and Assessment System for K-12 Educational Interpreters (ASK12)/RSA Regions VII and VIII: AL, AK, AZ, AR, BIA, CO, ID, IA, KS, MO, MT, NE, NM, ND, OR, OK, SD, UT, WY], serving sign language interpreters.

Created and delivered college-level interpreting curriculum via distance to students in the Western United States: Web classes, video conferencing, electronic and voice mail, video and audio taped materials and the U.S. Postal Service.

Developed Vocational/Technical College training programs with business/industry advisory committees for state approval and implementation.

Publications:

Jones, B. E. (2005). *Competencies of K-12 Educational Interpreters: What we need versus what we have*. In Winston, E. (Ed.) (2005). *Educational Interpreting: How it can succeed*. Washington, D.C.: Gallaudet Press.

Jones, B. E. (1999). Providing Access: "New roles" for educational interpreters. *RID Views*, 16, 2.

Jones, B. E., Clark, G. M. & Soltz, D. F. (1997). Characteristics and practices of sign language interpreters in inclusive education programs. *Exceptional Children*, 63, (2), 257-268.

Jones, B. E. (1996). The SEE II code (Signed Exact English) and interpreting: Is this more difficult to learn? *RID views*, 13, 3.

Jones, B. E. (1993). *Responsibilities of educational sign language interpreters in k-12 public schools in Kansas, Missouri and Nebraska*. Unpublished doctoral dissertation, University of Kansas.

Jones, B. E. (Ed.) (1989). *A handbook for educational interpreters: elementary settings, secondary settings, post-secondary academic settings, post-secondary technical and vocational programs* (3rd printing). Overland Park, KS: Johnson County Community

College.

Jones, B. E. (Ed.) (1985). *How to use interpreting services: consumer guide*. Overland Park, KS: Johnson County Community College.

Jones, B. E. (1979). Comment: A PL 94-142 problem, *American Annals of the Deaf*, 122, 5.

Bevilacqua, T. J. & Jones, B. E. (1978). An outline of competencies to be developed through practice experiences in teacher training centers for the education of the deaf, *American Annals of the Deaf*, 123, 4.