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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-3495
FAX (603) 271-1953

May 27, 2021

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

REQUESTED ACTION

Authorize the Department of Education, Division of Education Analytics and Resources, to exercise the third of three renewal options to an existing contract with The National Center for the Improvement of Educational Assessment, Inc. ("The Center"), Dover, NH (vendor code 158509), by increasing the price limitation by \$100,000.00 from \$320,000.00 to \$420,000.00, to serve the department as a technical advisor for the accountability program and initiatives, effective upon Governor and Council approval for the period July 1, 2021 through June 30, 2022. This contract was originally approved by Governor and Council on June 6, 2018 (Item #135), renewed June 5, 2019 (Item #141), and renewed June 24, 2020 (Item #172). 67% Federal Funds, 33% General Funds

Funds to support this request are available in the accounts titled Federal Accountability, Assessment-State, Title I-A Compensatory Ed, and Educational Opportunities as follows:

	<u>FY 22</u>
06-56-56-567010-30590000-102-500731 Contracts for Program Services	\$ 43,000.00
06-56-56-562010-25310000-612-500942 State Testing	\$ 31,000.00
06-56-56-562010-25090000-072-509073 Grants-Federal	\$ 24,000.00
06-56-56-567010-30460000-102-500731 Contracts for Programs Services	<u>\$ 2,000.00</u>
	\$100,000.00

EXPLANATION

A request for proposals was posted on the Department website on March 21, 2018 and submitted to the Union Leader on May 30, 2018. The Center was subsequently selected to serve the Department as a technical advisor for the accountability program and initiatives.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

The Center continues to provide leadership and guidance in the facilitation of the New Hampshire Department of Education's Accountability System. In addition to drafting the New Hampshire Consolidated State Plan for the Every Student Succeeds Act, The Center leads the review and revision team and task force, drafts required annual reports, calculates annual targets and updates data tables as necessary. The Center continues to work closely with the Department to produce and report student growth percentiles for required annual assessments in English language arts, mathematics, and English language proficiency. We respectfully request that we be able to maintain working with The Center as we continue implementing the consolidated state plan required for ESSA and state accountability requirements and calculating and reporting student growth percentiles.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:cd:emr

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Division of Learner Support, hereinafter "the Agency," and The National Center for the Improvement of Educational Assessment, Inc., Dover, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council June 26, 2018 (Item #135); renewed June 5, 2019 (Item #141), and renewed June 24, 2020 (Item #172) hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2021 and replacing with June 30, 2022
2. Amend Section 1.8 by removing \$320,000.00 and replacing with \$420,000.00
3. Remove Exhibit A-2 (Special Provisions) and replace with Exhibit A-3 (Special Provisions)
4. Remove Exhibit B-2 (Scope of Services) and replace with Exhibit B-3 (Scope of Services)
5. Remove Exhibit C-2 (Budget) and replace with Exhibit C-3 (Budget)
6. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
7. This amendment shall commence upon Governor and Council approval for the period July 1, 2021 through June 30, 2022.

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: Frank Edelblut 6-8-21
Frank Edelblut, Commissioner of Education Date

The National Center for the Improvement of Educational
Assessment, Inc.

Name of Corporation (Contractor)
By: Scott Marion 6/2/21
Scott Marion, President Date

STATE OF N/A COVID

County of _____

On this the _____ day of _____, 2021 before me, _____, the undersigned officer, personally appeared Scott Marion 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.

Notary Public/Justice of the Peace

Commission Expires

Approved as to form, substance and execution by the Attorney General this 6th day of June, 2021.

Christopher Bond
Christopher Bond, Attorney

Approved by the Governor and Council this _____ day of _____, 2021.

By: _____

**EXHIBIT A-3
SPECIAL PROVISIONS**

Additional Exhibits D-G

Federal Certification 2 CFR 200.415

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

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

EXHIBIT B-3
SCOPE OF SERVICES

The National Center for the Improvement of Educational Assessment, Inc. (NCIEA) will provide the following services to the New Hampshire Department of Education effective upon Governor and Council approval for the period of July 1, 2021 through June 30, 2022:

Supporting the Implementation of the New Hampshire Consolidated State Plan

- Supporting the NH DOE accountability personnel and NH DOE leadership to model and implement the business rules to support effective deployment of the ESSA accountability system as defined by the plan
- Implementing an evaluation and continuous improvement plan to ensure that the NH accountability system is working as intended and that unintended negative consequences are minimized
- Facilitating stakeholder engagement related to implementation of the plan as needed to provide policy and practical recommendations to the NH DOE to support the effective implementation of NH's school accountability system
- Supporting the NH DOE in working with the NH Legislature and State Board of Education to provide policy and technical support and advice to ensure that NH can implement the most coherent accountability policies

This work will require **nineteen (19) professional days**.

Providing Psychometric Services including the Calculation of Student Growth Percentiles

- Working with NH DOE data and accountability personnel to facilitate effective data and secure data transfer
- Calculating and documenting the quality of the SGP analyses in NH
- Supporting the NH DOE in reporting and explaining the implication of the SGP analyses
- Collaborating with domain experts in developing/applying measurement models for learning trajectories

This work will require **twenty one (21) professional days**.

**Planning, Facilitation, and Reporting for the Technical Advisory Committee (TAC)
and TAC Related Tasks**

This task will require **ten (10) professional days**.

**EXHIBIT C-3
BUDGET**

The Center for Assessment uses an average daily rate of \$2000/day to calculate the budget. Direct expenses such as travel to Concord are incorporated into the projected budget for each task.

(budget July 1, 2021 through June 30, 2022)

Task	Professional Days*	Cost
Supporting NH DOE's implementation of the New Hampshire consolidated state plan and competency based assessments.	19	\$38,000.00
Provide psychometric services including the calculation of student growth percentiles	21	\$42,000.00
Planning, facilitation, and reporting for the Technical Advisory Committee (TAC) and TAC related tasks	10	\$20,000.00
Total	50	\$100,000.00

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$100,000.00.

Funding Source: Funds to support this request are anticipated to be available in the accounts titled Federal Accountability, Assessment-State, Title I-A Compensatory Ed, and Educational Opportunities as follows:

	FY 22
06-56-56-567010-30590000-102-500731 Contracts for Program Services	\$43,000.00
06-56-56-562010-25310000-612-500942 State Testing	\$31,000.00
06-56-56-562010-25090000-072-509073 Grants-Federal	\$24,000.00
06-56-56-567010-30460000-102-500731 Contracts for Program Services	\$2,000.00

Method of Payment: Payment is to be made monthly on the basis of invoices which are supported by a summary of activities/deliverables that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

Caitlin Davis
Division Director
NH Department of Education
101 Pleasant Street
Concord, NH 03301

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


6/2/21

Exhibit E

Federal Debarment and Suspension

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

Contractor Initials 
Date 6/2/21

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.

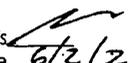
Contractor Initials 
Date 6/2/21

Exhibit G

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

Rights to Inventions Made Under a Contract or Agreement

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

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

Confidentiality

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

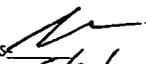
The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

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

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

Ownership of Intellectual Property

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

Contractor Initials: 

Date: 6/2/21

CERTIFICATE OF VOTE

(Corporation without a Seal)

I, Erin Joyce, do hereby certify that:
(Name of the Clerk of the Corporation: cannot be signatory)

(1) I am the duly elected clerk of The National Center for the Improvement of Educational Assessment, Inc.

(2) The following are true copies of the resolution(s) duly adopted at a meeting of the Board of Directors of the Corporation duly held on Sept 15, 2015
(Date)

RESOLVED: That Scott Marion, President
(Name of Contract Signatory) (Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into contracts with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

(3) The foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the 2 day of June, 2021
(Day) (Month) (Yr) (Must be same date as the contract date)

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this 2 day of June, 2021
(Day) (Month) (Yr) (Must be same date as the contract date)

Erin Joyce
(Signature of Clerk of Corporation)

STATE OF NEW HAMPSHIRE

COUNTY OF N/A COVID

On _____, 20____, the foregoing instrument was acknowledged before me.

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

My commission expires on:

Notary Public/Justice of the Peace

21

YB
172

JUN10'20 PM 3:05 DAS



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-3495
FAX (603) 271-1953

May 29, 2020

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

REQUESTED ACTION

Authorize the Department of Education, Division of Education Analytics and Resources, to exercise a renewal option of a contract with The National Center for the Improvement of Educational Assessment, Inc. ("The Center"), Dover, NH (vendor code 158509), by increasing the price limitation by \$110,000.00 from \$210,000.00 to \$320,000.00, to serve the department as a technical advisor for the accountability program and initiatives, for the period effective July 1, 2020 through June 30, 2021, upon Governor and Council approval. This contract was originally approved by Governor and Council on June 6, 2018 (Item #135) and renewed June 5, 2019 (Item #141). 82% Federal Funds, 18% General Funds

Funds to support this request are available in the accounts titled Federal Accountability, Assessment-State, Title I-A Compensatory Ed, and Educational Statistics as follows:

	<u>FY 21</u>
06-56-56-567010-30590000-102-500731 Contracts for Program Services	\$ 36,000.00
06-56-56-562010-25310000-612-500942 State Testing	\$ 31,000.00
06-56-56-562010-25090000-072-509073 Grants-Federal	\$ 23,000.00
06-56-56-567010-30460000-102-500731 Contracts for Programs Services	<u>\$ 20,000.00</u>
	\$110,000.00

EXPLANATION

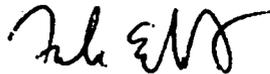
A request for proposals was posted on the Department website on March 21, 2018 and submitted to the Union Leader on May 30, 2018. The Center was subsequently selected to serve the Department as a technical advisor for the accountability program and initiatives.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
May 29, 2020
Page 2 of 2

The Center continues to provide leadership and guidance in the facilitation of the New Hampshire Department of Education's Accountability System. In addition to drafting the New Hampshire Consolidated State Plan for the Every Student Succeeds Act, The Center leads the review and revision team and task force, drafts required annual reports, calculates annual targets and updates data tables as necessary. The Center continues to work closely with the Department to produce and report student growth percentiles for required annual assessments in English language arts, mathematics, and English language proficiency. We respectfully request that we be able to continue working with The Center as we implement the consolidated state plan required for ESSA and state accountability requirements and calculate and report student growth percentiles.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:cd:emr

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Division of Learner Support, hereinafter "the Agency," and The National Center for the Improvement of Educational Assessment, Inc., Dover, NH, hereinafter "the Contractor," and, pursuant to an agreement between the parties that was approved by Governor and Council June 26, 2018 (Item #135) and renewed June 5, 2019 (Item #141) hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2020 and replacing with June 30, 2021
2. Amend Section 1.8 by removing \$210,000.00 and replacing with \$320,000.00
3. Remove Exhibit A-1 (Scope of Services) and replace with Exhibit B-2 (Scope of Services)
4. Remove Exhibit B-1 (Budget) and replace with Exhibit C-2 (Budget)
5. Remove Exhibit C (Special Provisions) and replace with Exhibit A-2 (Special Provisions)
6. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
7. This amendment shall commence July 1, 2020, upon Governor and Council 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] 6-2-20
Commissioner of Education Date

The National Center for the Improvement of Educational Assessment, Inc.
Name of Corporation (Contractor)

By: [Signature] Executive Director
Signature, Title Date 5/29/20

STATE OF _____
County of _____

On this the 29th day of May, 2020 before me, _____ the undersigned officer, personally appeared Scott Marion 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.

Notary Public/Justice of the Peace

Commission Expires

Approved as to form, substance and execution by the Attorney General this 4th day of June, 2020.

[Signature]
Christopher Bond, Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 2020.

By: _____

**EXHIBIT A-2
SPECIAL PROVISIONS**

Additional Exhibits D-G

Subject to Governor and Council approval, authorize the Department of Education to include a renewal option on this contract for the one (1) remaining fiscal year of the three (3) original renewals requested, subject to the contractor's acceptable performance of the terms therein, and pending legislative approval of the next biennium budget.

**EXHIBIT B-2
SCOPE OF SERVICES**

The National Center for the Improvement of Educational Assessment, Inc. (NCIEA) will provide the following services to the New Hampshire Department of Education effective July 1, 2020, upon Governor and Council approval, through June 30, 2021:

Supporting the Implementation of the New Hampshire Consolidated State Plan

- Supporting the NH DOE accountability personnel and NH DOE leadership to model and implement the business rules to support effective deployment of the ESSA accountability system as defined by the plan
- Implementing an evaluation and continuous improvement plan to ensure that the NH accountability system is working as intended and that unintended negative consequences are minimized
- Facilitating stakeholder engagement related to implementation of the plan as needed to provide policy and practical recommendations to the NH DOE to support the effective implementation of NH's school accountability system
- Supporting the NH DOE in working with the NH Legislature and State Board of Education to provide policy and technical support and advice to ensure that NH can implement the most coherent accountability policies

This work will require **twenty four (24) professional days**.

Providing Psychometric Services including the Calculation of Student Growth Percentiles

- Working with NH DOE data and accountability personnel to facilitate effective data and secure data transfer
- Calculating and documenting the quality of the SGP analyses in NH
- Supporting the NH DOE in reporting and explaining the implication of the SGP analyses
- Collaborating with domain experts in developing/applying measurement models for learning trajectories

This work will require **twenty one (21) professional days**.

**Planning, Facilitation, and Reporting for the Technical Advisory Committee (TAC)
and TAC Related Tasks**

This task will require **ten (10) professional days**.

**EXHIBIT C-2
BUDGET**

The Center for Assessment uses an average daily rate of \$2000/day to calculate the budget. Direct expenses such as travel to Concord are incorporated into the projected budget for each task.

(budget through June 30, 2021)

Task	Professional Days*	Cost
Supporting NH DOE's implementation of the New Hampshire consolidated state plan and competency based assessments.	24	\$48,000.00
Provide psychometric services including the calculation of student growth percentiles	21	\$42,000.00
Planning, facilitation, and reporting for the Technical Advisory Committee (TAC) and TAC related tasks	10	\$20,000.00
Total	55	\$110,000.00

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$110,000.00.

Funding Source: Funds to support this request are anticipated to be available in the accounts titled Federal Accountability, Assessment-State, Title I-A Compensatory Ed, and Educational Statistics as follows:

	<u>FY 21</u>
06-56-56-567010-30590000-102-500731 Contracts for Program Services	\$36,000.00
06-56-56-562010-25310000-612-500942 State Testing	\$31,000.00
06-56-56-562010-25090000-072-509073 Grants-Federal	\$23,000.00
06-56-56-567010-30460000-102-500731 Contracts for Program Services	\$20,000.00

Method of Payment: Payment is to be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

Caitlin Davis
Division Director
NH Department of Education
101 Pleasant Street
Concord, NH 03301

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.

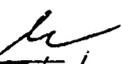
Environmental Protection

(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 5/27/20

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 5/27/20

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/sfllin.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.

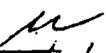
Contractor Initials 
Date 3/21/20

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 5/29/20

State of New Hampshire

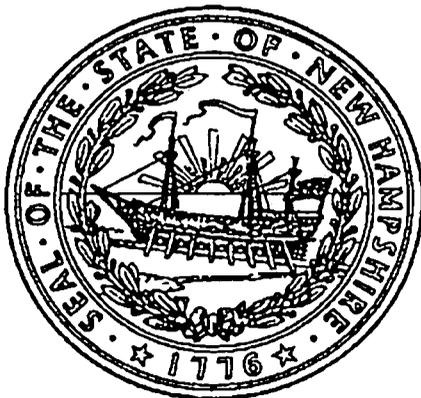
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE NATIONAL CENTER FOR THE IMPROVEMENT OF EDUCATIONAL ASSESSMENT, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 12, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 299403

Certificate Number: 0004921438



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of May A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporation without a Seal)

I, Lawralee McGuane, do hereby certify that:
(Name of the Clerk of the Corporation cannot be signatory)

(1) I am the duly elected clerk of The National Center for the Improvement of Educational Assessment, Inc.
(Corporation Name)

(2) The following are true copies of the resolution(s) duly adopted at a meeting of the Board of Directors of the Corporation duly held on 9/13/15.
(Date)

RESOLVED: That Scott Marion, Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into contracts with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

(3) The foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the 19th day of May, 2020.
(Day) (Month) (Y) (Must be same date as the contract date)

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this 19th day of May, 2020.
(Day) (Month) (Y) (Must be same date as the contract date)

[Signature]
(Signature of Clerk of Corporation)

STATE OF NEW HAMPSHIRE

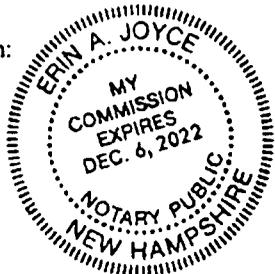
COUNTY OF Stafford

On May 19, 2020, the foregoing instrument was acknowledged before me.

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

[Signature]
Notary Public/Justice of the Peace

My commission expires on:
12/6/22



CERTIFICATE OF CORPORATE RESOLUTION
Amendment 2

THE UNDERSIGNED, MARK MUSICK, currently serving as the Chairman of the Board of Directors of The National Center for the Improvement of Educational Assessment, Inc. , a non-profit Corporation duly organized and in good standing under the laws of the State of New Hampshire, (herein referred to as the "Corporation") does hereby certify that effective as of September 15, 2015:

1. The persons listed below are the duly elected and qualified officers of this Corporation:
 - a. Scott Marion, President
 - b. Christopher Domaleski, Vice President and Secretary
 - c. Brian Gong, Treasurer

2. Pursuant to the Charter of the Corporation, and by vote of the Board of Directors, only the President and Vice President are duly authorized to act in the name of, and on behalf of, the Corporation.

3. The President and Vice President of the Corporation, in accordance with the Charter, acting or signing singly, are each authorized, empowered and directed to execute, seal and deliver, in the name of and on behalf of the Corporation, any agreements, contracts or other documents in such form and with such amendments, modifications, replacements, additions and/or substitutions thereto; and upon such terms and conditions as the said Officer, in his sole discretion, deemed appropriate and reasonable in the best interest of the Corporation to conduct the business and affairs of the Corporation.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 15th day
of September 2015



Mark Musick, Chairman of the Board of Trustees



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/15/20

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
Aon Risk Services, Inc of Florida
1001 Brickell Bay Drive, Suite #1100
Miami, FL 33131-4937

CONTACT NAME: Aon Risk Services, Inc of Florida
PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): 800-522-7514
EMAIL: ADP.COL.Center@Aon.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: New Hampshire Ins Co	23841

The National Center for the Improvement of Educational Assessment, Inc. (NCEIA)
31 Mount Vernon Street
Dover, NH 03820

INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2773900

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. LIMITS SHOWN ARE AS REQUESTED:

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMPROP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC <input type="checkbox"/> RETENTION \$						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.		N/A		7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All workable employees working for NCEIA, INC, paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy. NCEIA, INC is an alternate employer under this policy.

CERTIFICATE HOLDER

New Hampshire Department of Education
101 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc of Florida

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Key Personnel

Scott Marion, Ph.D.

Susan Lyons, Ph.D.

Charles DePascale, Ph.D.

Damian Betebenner, Ph.D.

43

T-2

141

MAY 10 '19 PM 12:27 DAS



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL (603) 271-3485
FAX (603) 271-1953

May 2, 2019

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

REQUESTED ACTION

Authorize the Department of Education, Division of Education Analytics and Resources, to exercise a renewal option of a contract with The National Center for the Improvement of Educational Assessment, Inc. ("The Center"), Dover, NH (vendor code 158509), by increasing the price limitation by \$110,000.00 from \$100,000.00 to \$210,000.00, to serve the department as a technical advisor for the accountability program and initiatives, for the period effective July 1, 2019 through June 30, 2020, upon Governor and Council approval. This contract was originally approved by Governor and Council on June 6, 2018 (Item #135). 91% Federal Funds, 9% General Funds

Funds to support this request are anticipated to be available in the accounts titled Federal Accountability, Assessment-Federal, Title I-A Compensatory Ed, and Educational Statistics in FY 20 upon the availability and continued appropriation of funds in the future operating budget:

	<u>FY 20</u>
06-56-56-567010-30590000-102-500731 Contracts for Program Services	\$10,000.00
06-56-56-562010-25340000-072-509073 Grants-Federal	\$67,000.00
06-56-56-562010-25090000-072-509073 Grants-Federal	\$23,000.00
06-56-56-567010-30470000-102-500731 Contracts for Programs Services	<u>\$10,000.00</u>
	\$110,000.00

EXPLANATION

The Center continues to provide leadership and guidance in the facilitation of the New Hampshire Department of Education's Accountability System. In addition to drafting the New Hampshire Consolidated State Plan for the Every Student Succeeds Act, The Center leads the review and revision team and task force, drafted required annual reports, calculated annual

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
May 2, 2019
Page 2 of 2

targets and updated data tables as necessary. The Center continues to work closely with the Department to produce and report student growth percentiles for required annual assessments in English language arts, mathematics, and English language proficiency. We respectfully request that we be able to continue working with The Center as we implement the consolidated state plan required for ESSA and calculate and report student growth percentiles.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:sm:emr

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Division of Education Analytics and Resources, hereinafter "the Agency," and The National Center for the Improvement of Educational Assessment, Dover, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on June 6, 2018 (Item #135) hereby agree to modify same as follows:

1. Amend Section 1.7 by extending the completion date to June 30, 2020
2. Amend Section 1.8 by increasing the price limitation from \$100,000.00 to \$210,000.00
3. Remove Exhibit A (Scope of Services) and replace with Exhibit A-1 (Scope of Services)
4. Remove Exhibit B (Budget) and replace with Exhibit B-1 (Budget)
5. Add Exhibit D (Contractor Obligations)
6. Add Exhibit E (Federal Debarment and Suspension)
7. Add Exhibit F (Anti-Lobbying)
8. Add Exhibit G (Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality)
9. Add Exhibit H (Termination)
10. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
11. This amendment shall commence July 1, 2019, upon Governor and Council approval, and shall terminate on June 30, 2020.

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]
Commissioner of Education Date

The National Center for the Improvement of
Educational Assessment
Name of Corporation (Contractor)

By: [Signature] Executive Director 4/26/19
Signature, Title Date

STATE OF New Hampshire
County of Chafford

On this the 20th day of April, 2019 before me [Signature], the undersigned officer, personally appeared [Signature] 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.

[Signature]
Notary Public Justice of the Peace

12/6/22
Commission Expires



Approved as to form, substance and execution by the Attorney General this 9 day of MAY, 2019.



Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 2019

By: _____

EXHIBIT A-1
SCOPE OF SERVICES

The National Center for the Improvement of Educational Assessment, Inc. ("The Center") will provide the following services to the New Hampshire Department of Education, effective upon Governor and Council approval, for the period July 1, 2019 through June 30, 2020:

Supporting the Implementation of the New Hampshire Consolidated State Plan

- Supporting the NH DOE accountability personnel and NH DOE leadership to model and implement the business rules to support effective deployment of the ESSA accountability system as defined by the plan
- Implementing an evaluation and continuous improvement plan to ensure that the NH accountability system is working as intended and that unintended negative consequences are minimized
- Facilitating stakeholder engagement related to implementation of the plan as needed to provide policy and practical recommendations to the NH DOE to support the effective implementation of NH's school accountability system
- Supporting the NH DOE in working with the NH Legislature and State Board of Education to provide policy and technical support and advice to ensure that NH can implement the most coherent accountability policies

This work will require **twenty four (24) professional days**.

Providing Psychometric Services Including the Calculation of Student Growth Percentiles

- Working with NH DOE data and accountability personnel to facilitate effective data and secure data transfer
- Calculating and documenting the quality of the SGP analyses in NH
- Supporting the NH DOE in reporting and explaining the implication of the SGP analyses
- Collaborating with domain experts in developing/applying measurement models for learning trajectories

This work will require **twenty one (21) professional days**.

**Planning, Facilitation, and Reporting for the Technical Advisory Committee (TAC)
and TAC Related Tasks**

This task will require **ten (10) professional days**.

**EXHIBIT B-1
BUDGET**

(budget through June 30, 2020)

Task	Professional Days*	Cost
Supporting NH DOE's implementation of the New Hampshire consolidated state plan	24	\$48,000.00
Provide psychometric services including the calculation of student growth percentiles	21	\$42,000.00
Planning, facilitation, and reporting for the Technical Advisory Committee (TAC) and TAC related tasks	10	\$20,000.00
Total	55	\$110,000.00

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$110,000.00.

Funding Source: Funds to support this request are anticipated to be available in the accounts titled Federal Accountability, Assessment-Federal, Title I-A Compensatory Ed, and Educational Statistics in FY 20 upon the availability and continued appropriation of funds in the future operating budget:

	FY 20
06-56-56-567010-30590000-102-500731 Contracts for Program Services	\$10,000.00
06-56-56-562010-25340000-072-509073 Grants-Federal	\$67,000.00
06-56-56-562010-25090000-072-509073 Grants-Federal	\$23,000.00
06-56-56-567010-30470000-102-500731 Contracts for Program Services	\$10,000.00

Method of Payment: Payment is to be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

Caitlin Davis
Division Director
NH Department of Education
101 Pleasant Street
Concord, NH 03301

* The average daily rate is \$2000 per day. Direct expenses such as travel to Concord are incorporated into the budget for each task.

Contractor Initial *[Signature]*
Date *4/26/19*

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

[Handwritten Signature]
7/26/19

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


4/24/19

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/sfllin.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
Date

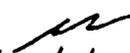

9/24/19

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


5/26/19

Exhibit H

Termination

a. Termination for Cause

The DOE may terminate the Contract for cause for reasons including but not limited to the following circumstances:

1. Contractor's failure to perform the services as detailed herein and in any modifications to the Contract.
2. Contractor's failure to complete the Contract within the timeframe specified herein and in any modifications to the Contract.
3. Contractor's failure to comply with any of the material terms of the Contract.

If the DOE contemplates termination under the provisions of Subsections a.1., a.2., or a.3 above, the DOE shall issue a written notice of default describing the deficiency. The Contractor shall have five (5) business days to cure such deficiency. In the event the Contractor does not cure such deficiency, the DOE may terminate the Contract without further consideration by issuing a Notice of Termination for Default and may recover compensation for damages.

If, after the Notice of Termination for Default has been issued, it is determined that the Contractor was not in default or the termination for default was otherwise improper, the termination shall be deemed to have been a Termination for Convenience.

b. Termination for Convenience

The DOE may terminate the Contract for convenience, in whole or in part, when, for any reason, the DOE determines that such termination is in its best interest. The contract can be terminated due to reasons known to the non-Federal entity, i.e., including but not limited to program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. The Contract termination is effected by notifying the Contractor, in writing, specifying that all or a portion of the Contract is terminated for convenience and the termination effective date. The Contractor shall be compensated only for work satisfactorily completed prior to the termination of the Contract. The Contractor is not entitled to loss or profit. The amount due to the Contractor is determined by the DOE.

In the event of termination for convenience, the DOE shall be liable to the Contractor only for Contractor's work performed prior to termination.

c. The DOE's Right to Proceed with Work

In the event this Contract is terminated for any reason, the DOE shall have the option of completing the Contract or entering into an agreement with another party to complete services outlined in the Contract.

Contractor Initials
Date


4/24/19

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE NATIONAL CENTER FOR THE IMPROVEMENT OF EDUCATIONAL ASSESSMENT is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 12, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 299403

Certificate Number: 0004091142



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of April A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporation without a Seal)

1. Lauralee McGuane, do hereby certify that:
(Name of the Clerk of the Corporation; cannot be signatory)

(1) I am the duly elected clerk of The National Center for the Improvement of Educational Assessment, Inc.
(Corporation Name)

(2) The following are true copies of the resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 9/15/18.
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Education.

RESOLVED: That Scott Marion, Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)
is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

(3) The foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the 26 day of April, 2019.
(Day) (Month) (Yr) (Must be same date as the contract date)

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this 26 day of April, 2019.
(Day) (Month) (Yr) (Must be same date as the contract date)

Lauralee McGuane
Signature of Clerk of Corporation

STATE OF NEW HAMPSHIRE

COUNTY OF Shannon

on April 26, 2019, the foregoing instrument was acknowledged before me.

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

My commission expires on:



Erin A. Joyce
Notary Public/Justice of the Peace

CERTIFICATE OF CORPORATE RESOLUTION
Amendment 2

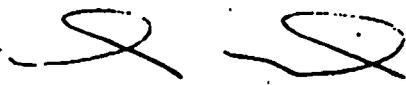
THE UNDERSIGNED, MARK MUSICK, currently serving as the Chairman of the Board of Directors of The National Center for the Improvement of Educational Assessment, Inc., a non-profit Corporation duly organized and in good standing under the laws of the State of New Hampshire, (herein referred to as the "Corporation") does hereby certify that effective as of September 15, 2015:

1. The persons listed below are the duly elected and qualified officers of this Corporation:
 - a. Scott Marion, President
 - b. Christopher Domaleski, Vice President and Secretary
 - c. Brian Gong, Treasurer

2. Pursuant to the Charter of the Corporation, and by vote of the Board of Directors, only the President and Vice President are duly authorized to act in the name of, and on behalf of, the Corporation.

3. The President and Vice President of the Corporation, in accordance with the Charter, acting or signing singly, are each authorized, empowered and directed to execute, seal and deliver, in the name of and on behalf of the Corporation, any agreements, contracts or other documents in such form and with such amendments, modifications, replacements, additions and/or substitutions thereto; and upon such terms and conditions as the said Officer, in his sole discretion, deemed appropriate and reasonable in the best interest of the Corporation to conduct the business and affairs of the Corporation.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 15th day
of September, 2015



Mark Musick, Chairman of the Board of Trustees

ACORD

Client#: NATCE
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 4/17/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

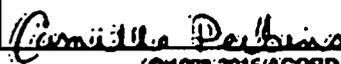
PRODUCER People's United Ins. Agency NH 1555 Lafayette Rd. 2nd Fl. Portsmouth, NH 03801	CONTACT NAME: Camille Perkins
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: Camille.Perkins@peoples.com
INSURED The National Center For The Improvement of Educational Assess.	INSURER(S) AFFORDING COVERAGE
	INSURER A: Hanover Insurance Company NAIC # 22292
	INSURER B: Twin City Fire Insurance 29459
	INSURER C: Citizens Ins. Co. of America 31534
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

OPER LTR	TYPE OF INSURANCE	ADDL SUBR	INSR	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					11/01/2018	11/01/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> MIXED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (EA ACCIDENT) \$1,000,000 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 \$							EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab					03/20/2019	03/20/2020	\$1,000,000 Each Claim

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

CERTIFICATE HOLDER New Hampshire Dept. of Education 101 Pleasant St. Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/18

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 Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4837	CONTACT NAME: Aon Risk Services, Inc of Florida
	PHONE (A/C. No. Ext): 800-743-8130
	EMAIL ADDRESS: ADP.COI.Center@Aon.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: New Hampshire Ins Co NAIC # 23841
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES	CERTIFICATE NUMBER: 1821887	REVISION NUMBER:
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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. LIMITS SHOWN ARE AS REQUESTED.

INSUR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A		07/01/18	07/01/19	X PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for NCIEA, INC, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. NCIEA, INC is an at-will employer under this policy.

CERTIFICATE HOLDER New Hampshire Department of Education 101 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Key Personnel

Scott Marion, Ph.D.

Susan Lyons, Ph.D.

Charles DePascàle, Ph.D.

Damian Betebenner, Ph.D.



The National Center
for the Improvement of
Educational Assessment, Inc.

Vita
SCOTT F. MARION
President

Scott F. Marion is the President of the non-profit The National Center for the Improvement of Educational Assessment, Inc. Previously, he served as the Vice President of the Center since 2005 and as a senior associate from 2003-2005. The mission of the Center is to help states and districts foster higher student achievement through improved practices in educational assessment and accountability. The Center does this by:

- Providing customized support to states and districts in designing, implementing, and improving fair, effective, and legally defensible assessment and accountability programs. The Center's staff provides the full range of support, including technical analyses, policy support, documentation and communication, and training from designing an accountability system to meet a legislative mandate through designing effective programs in support of low-performing schools.
- Coordinating Technical Advisory Committees that help ensure a state's evolving assessment and accountability programs receive the best on-going technical advice possible, focused on the specific issues and decision-making needs of the individual state or district.
- Developing and disseminating practical standards for assessment and accountability programs that include specific information about what states and districts should do *today* to have technically sound programs.

As President, Dr. Marion consults with numerous states on such issues as optimal design of assessment and accountability systems, creating or documenting legally defensible approaches to accountability and educator evaluation, gathering validation evidence for accountability programs, and designing comprehensive assessment systems to serve both instructional and accountability purposes. In addition to his management role at the Center for Assessment, Dr. Marion assists in active leadership in the Center's efforts to develop practical professional standards through the Center's annual lecture series and as a regular contributor to professional publications and the annual conferences of AERA, NCME, and CCSSO.

As Wyoming's assessment director (1999-2003), Dr. Marion managed the K-12 testing program, the Wyoming Comprehensive Assessment System, overseeing the state's Uniform Reporting System, and generally overseeing all assessment-related activities at the Wyoming Department of Education. Wyoming's innovative high school competency assessment system—The Body of Evidence System—was the most ambitious project of his administration. Scott Marion worked through the entire cycle of development of the assessment system from initial design through incorporation into legislation, administrative rule, and into actual implementation. From 1997 Dr. Marion worked with department of education staff and educators in the field, the state board of education, advisory panels, and the governor's and legislative offices to design Wyoming's first statewide, standards-based assessment system.

Dr. Marion earned his Ph.D. at the University of Colorado at Boulder under mentorship of Professors Lorrie Shepard and Robert Linn. Dr. Marion started his career as a field biologist prior to earning his Master's of Science in Science and Environmental Education from the University of Maine.

The National Center for the Improvement of Educational Assessment, Inc.
31 Mount Vernon St
Dover, NH 03820
Telephone (603) 516-7900
E-mail smarion@nciea.org
website www.nciea.org

Education

Ph.D. May 2004. University of Colorado, Boulder, CO. Research and evaluation methodology. Specialization--Educational Assessment. Dissertation Advisor: Lorrie Shepard. Dissertation title: Psychometric Concerns When Measuring Advanced Knowledge.

Master of Science. May 1992. University of Maine, Orono, Maine. Science and Environmental Education G.P.A. 4.0 Thesis Advisor: Theodore Coladarci. Thesis title: *Gender differences in science course-taking patterns among college undergraduates: Indicators of a hidden curriculum in science education?*

Maine State Certification. August 1986. University of Maine, Orono, Maine.

Bachelor of Science. May 1979. State University of New York, College of Environmental Science and Forestry, Syracuse, NY. September 1975-May 1979. Majored in zoology and forest biology, graduated cum laude (G.P.A. 3.1).

Professional History

Wyoming Department of Education. Cheyenne, WY.

Director of Assessment and Accountability. November 1999-January 2003. Responsible for managing the state's K-12 testing program, Wyoming Comprehensive Assessment System, overseeing the state's Uniform Reporting System, and, generally, overseeing all assessment-related activities at the Wyoming Department of Education, including assessment issues related to district accreditation and student graduation requirements. Managed two budgets in excess of three million dollars per year, supervised three staff members, several external consultants, and a testing contractor.

Wyoming Department of Education. Cheyenne, WY.

Assessment Specialist. August 1997-October, 1999. Served as a consultant to the Department to help with the development and implementation of the Wyoming Comprehensive Assessment System. Duties included writing background research reports, planning design team meetings, drafting the assessment system technical reports, and writing and reviewing requests for proposals.

School of Education, University of Colorado at Boulder. Campus Box 249, Boulder, CO.

Research Assistant, August 1993-September 1994; August 1995-May, 1997. I worked as a research associate of a variety of assessment related research projects funded by the Center for Research on Student Standards and Testing (CRESST). Supervisor: Dr. Lorrie Shepard

Evaluation Internship, September 1994 - August 1995. As part of a two-person internship team, I served as a co-principal investigator for an evaluation of the National Science Foundation-funded Mathematicians and Education Reform (MER) Forum. This internship was supported by the American Educational Research Association's Grants Program and NSF. Supervisor: Dr. Ernest House.

College of Education, University of Maine, Orono, ME.

Part-time Faculty Member. 1991-1993. Responsibilities include teaching the following graduate and undergraduate courses: EDS 520--Educational Measurement; ESC 525--Planning the Environmental Curriculum; and EDB 221--Introduction to Educational Psychology.

Center for Research and Evaluation, College of Education. University of Maine, Orono, ME.

Research Associate, September 1988-July 1993. Responsibilities included conducting curriculum and program evaluations for school systems and other agencies, managing the Center's data bases and archives, writing grants and funding proposals, writing research and technical reports, and providing research design and statistical consulting services for University faculty and graduate students.

Selected Publications

- Marion, S.F. (2018). The opportunities and challenges of a systems approach to assessment. *Educational Measurement: Issues and Practice*, 37, 1, 45-48. <https://doi.org/10.1111/emip.12193>
- Marion, S.F., Vander Els, J. & Leather, P. (2017). Reciprocal accountability for transformative change: New Hampshire's performance assessment of competency education (PACE). *VUE: Voices in Urban Education*, 46, 20-25.
- Marion, S.F., Lyons, S., & Pace, L. (2017). Evaluating and Continuously Improving an Innovative Assessment and Accountability System. www.innovativeassessments.org.
- Gagnon, D.J., Hall, E. & Marion, S.F. (2017). Teacher evaluation and local control in the United States: An investigation into the degree of local control afforded to districts in defining evaluation procedures for teachers in non-tested subjects and grades. *Assessment in Education: Principles, Policy & Practice*, 24, 4, 489-505.
- Marion, S.F., Pace, L., Williams, M., & Lyons, S. (2016). Project Narrative: Creating a State Vision to Support the Design and Implementation of An Innovative Assessment and Accountability System. www.innovativeassessments.org
- Marion, S.F., Lyons, S., Pace, L., & Williams, M. (2016). A Theory of Action to Guide the Design and Evaluation of States Innovative Assessment and Accountability System Pilots. www.innovativeassessments.org.
- Thompson, J., Lyons, S., Marion, S.F., Pace, L., & Williams, M. (2016). Ensuring and Evaluating Assessment Quality for Innovative Assessment and Accountability Systems. www.innovativeassessments.org.
- Lyons, S., Marion, S.F., Pace, L., & Williams, M. (2016). Addressing Accountability Issues including Comparability in the Design and Implementation of an Innovative Assessment and Accountability System. www.innovativeassessments.org.
- Jenkins, S., Pace, L., Lyons, S., Marion, S.F. (2016). Establishing a Timeline and Budget for Design and Implementation of an Innovative Assessment System. www.innovativeassessments.org.
- Thompson, J., Lyons, S., Marion, S.F., Pace, L. (2016). Supporting Educators and Students Through Implementation of an Innovative Assessment and Accountability System. www.innovativeassessments.org.
- Graue, E., Marion, S.F., & Nelson, M. (2016, Spring). Eye on her research: Assessment in a learning culture. *Education Views*, pp 6-8. School of Education, University of Colorado, Boulder.

- Rothman, R. & Marion, S.F. (2016). The next generation of state assessment and accountability. *Kappan*, 97, 8, 34-37.
- Marion, S.F. & Buckley, K. (2016). Design and implementation considerations of performance-based and authentic assessments for use in accountability systems. In Braun, H. (ed). *Meeting the Challenges to Measurement in an Era of Accountability*. New York, NY: Routledge, Taylor & Francis Group.
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- Marion, S.F. (2015). The search for the Holy Grail: Content-referenced score interpretations from large-scale tests. *Measurement: Interdisciplinary Research & Perspectives*, 2, pp. 106-110.
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- Marion, S. (2015, Feb). Two sides of the same coin: Competency based education and Student Learning Objectives. Published by Competency Works. <http://www.competencyworks.org/resources/two-sides-of-the-same-coin-competency-based-education-and-student-learning-objectives/>
- Marion, S., & Leather, P. (2015). Assessment and accountability to support meaningful learning. *Education Policy Analysis Archives*, 23(9). <http://dx.doi.org/10.14507/epaa.v23.1984>
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- Marion, S.F., DePascale, C., Domaleski, C., Gong, B., & Diaz-Bilello, E. (2012, May). Considerations for analyzing educators' contributions to student learning in non-tested subjects and grades with a focus on Student Learning Objectives. www.nciea.org.
- Marion, S.F. & Buckley, K. (2011). Approaches and considerations for incorporating student performance results from "Non-Tested" grades and subjects into educator effectiveness determinations. www.nciea.org.
- Buckley, K. & Marion, S.F. (2011). A Survey of Approaches Used to Evaluate Educators in Non-Tested Grades and Subjects. www.nciea.org.
- Marion, S.F. (2010). Constructing a validity argument for alternate assessments based on modified achievement standards. In Perie, M. *Alternate Assessments Based on Modified Achievement Standards*. Baltimore, MD: Brooks Publishing.
- Li, Y., Marion, S.F., Perie, M. & Gong, B. (2010) An approach for evaluating the technical quality of interim assessments. *Peabody Journal of Education*, 85, 2, 163-185
- Perie, M., Marion, S.F., & Gong, B. (2009). Moving towards a comprehensive assessment system: A framework for considering interim assessments. *Educational Measurement: Issues and Practice*, 28, 3, 5-13.
- Marion, S.F. (2009). Some key considerations for test evaluators and developers. In Schafer, W. and Lissitz, R. (eds.) *Alternate assessments based on alternate achievement standards: Policy, practice, and potential* (pp. 357-360).
- Marion, S. F. & Perie, M. (2009). Validity arguments for alternate assessments. In Schafer, W. and Lissitz, R. (eds.) *Alternate assessments based on alternate achievement standards: Policy, practice, and potential* (pp. 115-127). Baltimore, MD: Brooks Publishing.
- Perie, M., Marion, S.F., Gong, B., & Wurtzel, J. (2007). The Role of Interim Assessments in a Comprehensive Assessment System: *A Policy Brief*. www.aspeninst.org and www.nciea.org.

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- Dunn, J. & Marion, S. F. (2006). NCLB Growth: What are we learning as reauthorization approaches? *NCME Newsletter*, 14, 4, 3-4.
- Marion, S. F. & Pellegrino, J. W. (2006). A validity framework for evaluating the technical quality of alternate assessments. *Educational Measurement: Issues and Practice*, 25, 4, 47-57.
- Dunn, J., Gong, B. & Marion, S. F. (2006). NCLB science assessments: A unique opportunity. *Measurement: Interdisciplinary Research and Perspectives*, 4, 4, 242-246.
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- Picus, L. O., Marion, S.F. Calvo, N., Glenn, W. J. (2005). Understanding the relationship between student achievement and the quality of educational facilities: Evidence from Wyoming. *Peabody Journal of Education*, 80, 3, 2005
- Marion, S. F., White, C, Carlson, D., Erpenbach, W. J., Rabinowitz, S., Sheinker, J. (2002) Making valid and reliable decisions in the determination of adequate yearly progress: A Paper in the Series: *Implementing The State Accountability System Requirements Under The No Child Left Behind Act Of 2001*. Washington, D.C.: Council of Chief State Schools Officers.
- Marion, S. F. & Stevens, S. (2001, March). *The Wyoming Assessment Handbook*. Cheyenne, WY: Wyoming Department of Education. <http://www.measuredprogress.org/wycas/WhatsNew/AssessmentHandbook.pdf>
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- Shepard, L. A., Smith, M. L., & Marion, S. F. (1996). Failed evidence on grade retention. *Psychology in the Schools*, 33, 251-261.
- Borko, H. Mayfield, V. Marion, S. F., Flexer, R., & Cumbo, K. (1997) Teachers' developing ideas and practices about mathematics performance assessment: Successes, stumbling blocks, and implications for professional development. *Teacher and Teacher Education*, 13, 259-278.
- Eisenhart, M., Finkel, E., & Marion, S. F. (1996). Creating the conditions for scientific literacy: A re-examination. *American Educational Research Journal*, 33, 261-296.
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- Shepard, L. A., Smith, M. L., & Marion, S. F. (1996). Failed evidence on grade retention. *Psychology in the Schools*, 33, 3.

Maddaus, J. & Marion, S. F. (1995). Do standardized test scores influence parental choice of high school? *Journal of Research in Rural Education*, 11, 2, 75-83.

National Research Council/National Academy of Science Publications

(Participated as an active committee member and report contributor to the following NRC reports.)

National Research Council. (2014). *Developing Assessments for the Next Generation Science Standards*. Committee on Developing Assessments of Science Proficiency in K-12. Board on Testing and Assessment and Board on Science Education, James W. Pellegrino, Mark R. Wilson, Judith A. Koenig, and Alexandra S. Beatty, *Editors*. Division of Behavioral and Social Sciences and Education. Washington, DC: The National Academies Press.

Braun, H., Chudowsky, N., & Koenig, J. A. (2010). *Getting value out of value-added: Report of a workshop*. Washington, DC: National Academies Press.

National Research Council. (2010). *State assessment systems: Exploring best practices and innovations: Summary of nvo workshops*. Alexandra Beatty, Rapporteur; Committee on Best Practices for State Assessment Systems. National Research Council. Board on Testing and Assessment. Division of Behavioral and Social Sciences and Education. Washington, DC: The National Academies Press.

Technical Reports, Studies, Conference Papers and Presentations

Numerous technical reports of evaluation studies produced for such organizations as the National Science Foundation and various state agencies. I have given hundreds of presentations at various national conferences including almost yearly presentations at the American Educational Research Association (AERA)/National Council of Measurement in Education (NCME) annual meetings since 1990 and CCSSO's Large Scale Assessment Conference since 1998.

Honors, Awards, Scholarships and Fellowships

The Spencer Foundation. Spencer Dissertation Fellowship for Research Related to Education. 1998-1999.

The Spencer Foundation & American Educational Research Association. Travel Fellowship Award. 1996-1997.

American Educational Research Association & National Science Foundation. Evaluation Internship Award. 1994-1995.

American Educational Research Association, National Science Foundation, & National Center for Educational Statistics. Selected to participate in the AERA Statistics Institute. April 8-10, 1994.

University of Colorado. University Fellowship awarded by the Graduate School to fund the first year of Ph.D. studies. 1993-1994.

New York State Regents Scholarship. 1975-1979.

National Honor Society. 1974-1975.

Service

Rye School Board, Rye, NH. 2013-present; Board Chair, 2015-2017.

AERA, Division D, Robert L. Linn Distinguished Lecture Award. Committee Member: 2009-2012; 2016-present

Committee Member: AERA Book Award. 2006-2009

United States Department of Education. National Technical Advisory Committee Member. 2008-2010

National Research Council Committee Member for the following:

- **Developing Assessments of Science Proficiency in K-12. Board on Testing and Assessment and Board on Science Education (2013-2014)**
- **Best Practices for State Assessment Systems (2013-2014)**
- **Value-Added Model in Education (2009-2010)**

Southeast New Hampshire Land Trust—Board member, 2012-present.

The Keystone Center Board of Trustees 2006-2009

SUSAN LYONS
Curriculum Vitae
slyons@ncica.org

EDUCATION

University of Kansas, Lawrence, KS
Ph.D. Educational Psychology & Research May 2015
Track: Research, Evaluation, Measurement & Statistics
Dissertation: *Effect of summer learning loss on aggregate estimates of student growth*
M.S.Ed. Educational Psychology & Research June 2013
Boston University, Boston, MA
B.A. Mathematics & Math Education, *Cum Laude* May 2010

HONORS & APPOINTMENTS

Transforming Education National Technical Advisory Board 2016-Present
KU School of Education Merit Scholarship 2013-2015
Mary Oyster O'Guin Memorial Scholarship 2013-2015
Kingsbury Center Data Award 2014
KU Graduate Studies Summer Research Fellowship 2014

PROFESSIONAL EXPERIENCE

Center for Assessment, Dover, NH 2014 – Present
Associate

Provide technical expertise and support related to the design and implementation of assessment and accountability systems. Notable projects include the New Hampshire Performance Assessment for Competency Education (PACE) project where I lead much of the design and analysis to support the technical quality of the innovative assessment system—including working with educators to build performance assessment capacity. Additionally, I am working to support states as they transition their assessment and accountability systems under the Every Student Succeeds Act through work with the Georgia Educator Effectiveness and Accountability Technical Advisory Committee, the New Hampshire Accountability Task Force, and partnerships with organizations such as the Hewlett Foundation, Council for Chief State School Officers, and KnowledgeWorks.

Boston College, Chestnut Hill, MA 2015 – 2017

Part-time Faculty

Design and taught graduate-level statistics courses for beginning through advanced doctoral students in the Lynch School of Education. Statistical theory is emphasized along with computer software applications. Served as the supervisor for graduate teaching assistants.

Center for Research on Learning, Lawrence, KS 2012 – 2014

Graduate Research Assistant

Position funded by IES award entitled: *An Adaptive Testing System for Diagnosing Sources of Mathematics Difficulties*. Under the supervision of Drs. John Poggio and Susan Embretson, I worked with a team at Georgia Institute of Technology to carry out key functions associated with the grant.

- Center for Educational Testing and Evaluation, Lawrence, KS 2011 – 2012
Graduate Research Assistant
 Member of the team responsible for development, quality assurance, alignment, and timely release of all Kansas summative state assessments, including alternate and accommodated forms.
- Colegio Menor, Cumbaya, Ecuador 2010 – 2011
Seventh Grade Math Teacher
 Taught four classes with a total of 79 seventh graders. Engaged with students in project-based learning. Maintained open and effective communication with Spanish-speaking parents about student learning and progress.

PUBLICATIONS

- Buckley, K., & Lyons, S. (*in development*). Teacher and leader perceptions of student learning objectives.
- Dadey, N., Lyons, S., & DePascale, C. (2018). Score comparability across computerized assessment delivery devices. *Applied Measurement in Education, 31*(1), 30-50.
- Lyons, S., & Evans, C. (2017). Evaluating comparability in the scoring of performance assessments for accountability purposes. *Voices in Urban Education, 46*.
- Lyons, S., & Qiu, Y. (2017). Voices from the field: Performance assessments in state accountability as discussed at CCSSO's National Conference on Student Assessment. *Voices in Urban Education*.
- Evans, C., & Lyons, S. (2017). Comparability in innovative assessment systems for state accountability. *Educational Measurement: Issues and Practice, 36*(3), 24-34.
- Lyons, S., & Dadey, N. (2017). *Considering English language proficiency within systems of accountability under the Every Student Succeeds Act*. National Center for the Improvement of Educational Assessment: Dover, NH.
- Marion, S., & Lyons, S. (2016). *In Search of Unicorns: Conceptualizing and validating the "Fifth Indicator" in ESSA accountability systems*. National Center for the Improvement of Educational Assessment: Dover, NH.
- Lyons, S. & Marion, S. F. (2016). *Comparability options for states applying for the Innovative Assessment and Accountability Demonstration Authority: Comments submitted to the United States Department of Education regarding proposed ESSA regulations*. National Center for the Improvement of Educational Assessment: Dover, NH.
- Marion, S. M., Lyons, S., D'Brot, J. (2016). *Developing a theory of action to support high quality accountability system design*. National Center for the Improvement of Educational Assessment: Dover, NH.
- Lyons, S., Marion, S.F., Pace, L., & Williams, M. (2016). *Addressing accountability issues including comparability in the design and implementation of an innovative assessment and accountability system*. www.innovativeassessments.org
- Thompson, J., Lyons, S., Marion, S. F., & Pace, L. (2016). *Supporting educators and students through implementation of an innovative assessment and accountability system*. www.innovativeassessments.org
- Thompson, J., Lyons, S., Marion, S.F., Pace, L., & Williams, M. (2016). *Ensuring and evaluating assessment quality for innovative assessment and accountability systems*. www.innovativeassessments.org
- Marion, S.F., Pace, L., Williams, M., & Lyons, S. (2016). *Project narrative: Creating a state vision to support the design and implementation of an innovative assessment and accountability system*. www.innovativeassessments.org

- Lyons, S., & Hall, E. (2016). *The role of the Standards for Educational and Psychological Testing in establishing a methodology to support the evaluation of assessment quality*. National Center for the Improvement of Educational Assessment: Dover, NH.
- Hall, E. & Lyons, S. (2016). *A guide to evaluating college- and career-ready assessments: Focus on test characteristics – Evaluation methodology*. National Center for the Improvement of Educational Assessment: Dover, NH.
- Hall, E. & Lyons, S. (2016). *A guide to evaluating college- and career-ready assessments: Focus on test characteristics – Criteria evaluation framework*. National Center for the Improvement of Educational Assessment: Dover, NH.
- Whetstone, P., Gillmor, S., & Schuster, J. (2015). Effects of a metacognitive social skills intervention in a rural setting with at-risk adolescents. *Rural Special Education Quarterly*, 34(2).
- Gillmor, S., Poggio, J., & Embretson, S. (2015). Effects of reducing cognitive load of mathematics test items on student performance. *Numeracy*, 8(1), 4.
- Gillmor, S., & Rabinowicz, S. (2013). Understanding geometry and measurement through service-learning. *Mathematics Teaching in the Middle School*, 19(1), 55-58.
- Seider, S., Rabinowicz, S., & Gillmor, S. (2012). Differential outcomes for American college students engaged in community service learning involving youth and adults. *Journal of Experiential Education*, 35(3), 447-463.
- Seider, S., Gillmor, S., & Rabinowicz, S. (2012). The impact of community service learning upon the expected political voice of participating college students. *Journal of Adolescent Research*, 27(1), 44-77.
- Seider, S., Rabinowicz, S., & Gillmor, S. (2011). The impact of philosophy and theology service-learning experiences upon the public service motivation of participating college students. *Journal of Higher Education*, 82(5), 597-628.
- Seider, S., Gillmor, S., & Rabinowicz, S. (2011). The impact of community service learning upon the worldviews of business majors vs. non-business majors at an American university. *Journal of Business Ethics*, 98(3), 458-504.
- Seider, S., Gillmor, S., & Rabinowicz, S. (2010). Complicating college students' conception of the American Dream through community service learning. *Michigan Journal of Community Service Learning*, 17(1), 5-19.
- Seider, S., Rabinowicz, S., & Gillmor, S. (2010). Community service learning and conceptions of poverty among American college students. *Analyses of Social Issues & Public Policy*, 10 (1) 215-236.
- Seider, S., Gillmor, S., Leavitt, J., & Rabinowicz, S. (2009). Puzzling over community service and reflection. *Journal of College & Character*, 10 (7), 1-8.

INVITED PRESENTATIONS

- D'Brot, J., & Lyons, S. (2017, May). *Identification and exit criteria for CSI and TSI schools*. Presentation as part of CCSSO's Learning from Our Peers: Webinar Mini-Series.
- Lyons, S., & Buckley, K. (2017, April). *Re-imagining school accountability under ESSA: Opportunities and challenges for evaluating school quality and student success*. Pre-conference professional development and training course, hosted by AERA Division H, provided at the annual conference of the American Educational Research Association, San Antonio, TX.
- Pompa, D., & Lyons, S. (2017, March). *Strategic opportunities for including English learners in ESSA state accountability plans*. Webinar hosted by the National Center on Immigrant Integration Policy of the Migration Policy Institute.

- Lyons, S. (2017, February). *Incorporating English language proficiency into systems of accountability*. Paper presented at the Convening on Accountability and English Learners hosted by the Latino Policy Forum, Chicago, IL.
- Lyons, S., & Patelis, T. (2016, October). *Keeping a watchful eye on new assessment models*. Presentation at the High Quality Assessment Project meeting on Improving Partnerships to Support High Quality Assessments, New Orleans, LA.
- Lyons, S. (2016, October). *Developing a theory of action for an innovative assessment system*. Presentation at the Innovative Assessment Convening hosted by Remake Learning, Pittsburg, PA.
- Marion, S., & Lyons, S. (2016, July). *Comparability by design in the innovative assessment and accountability pilot*. Paper presented at CCSSO's Innovative Assessment and Accountability Technical Assistance Meeting, Denver, CO.
- Lyons, S., & Anderson, J. (2016, June). *Flexibility and comparability within a system*. Workshop presented at CCSSO's ESSA Accountability Systems Technical Assistance Meeting, Tempe, AZ.
- Marion, S., & Lyons, S. (2016, May). *What's in an item?* Presentation for the Education Writers' Association National Seminar, Boston, MA.

CONFERENCE PRESENTATIONS

- Lyons, S. (2017, June). *Formative evaluation of New Hampshire's Performance Assessment of Competency Education (PACE)*. Paper presented as part of a symposium at CCSSO's National Conference on Student Assessment, Austin, TX.
- Lyons, S., & Marion, S. (2017, June). *Comparability options for states applying for the Innovative Assessment and Accountability Demonstration Authority*. Symposium presented at CCSSO's National Conference on Student Assessment, Austin, TX.
- Lyons, S. (2017, April). *Considerations for maintaining equity within an Innovative Assessment and Accountability Demonstration Authority*. Paper presented as part of a symposium entitled "Flexible K-12 Assessments Afforded by ESSA: Psychometric Possibilities and Case Studies" at the annual meeting of the National Council on Measurement in Education, San Antonio, TX.
- Lyons, S. (2017, April). *Teacher and leader perceptions of student learning objectives: A case study of implementation in one state*. Paper presented as part of a symposium entitled "Student Learning Objectives and the Challenge of Campbell's Law" at the annual meeting of the National Council on Measurement in Education, San Antonio, TX.
- Lyons, S., & Evans, C. (2017, April). *Application of generalizability theory to classroom assessments in a school accountability context*. Paper presented at the annual meeting of the National Council on Measurement in Education, San Antonio, TX.
- Lyons, S., & Hall, E. (2016, September). *Evaluating assessment quality: Transitioning from summative to interim*. Presentation at the 18th Annual Reidy Interactive Lecture Series, Portsmouth, NH.
- Marion, S., Lyons, S., & Thompson, J. (2016, June). *First in the nation: New Hampshire's leading edge assessment and school accountability pilot*. Symposium presented at CCSSO's National Conference on Student Assessment, Philadelphia, PA.
- Thompson, J., Simaska, D., & Lyons, S. (2016, June). *Text Dependent Analysis: Building teacher capacity to instruct for a new item type*. Symposium presented at CCSSO's National Conference on Student Assessment, Philadelphia, PA.
- Lyons, S. (2016, April). *Investigating the technical quality of reported scores*. Paper presented as part of symposium entitled "Beyond the Bubble Test: A Progress Report on Year One of New Hampshire's Performance Assessment of Competency Education Pilot Accountability Project" at the annual meeting of the New England Educational Research Organization, Portsmouth, NH.

- Lyons, S., Hall, E., & Patelis, T. (2016, April). *Using the standards to support assessment quality evaluation*. Paper presented at the annual meeting of the National Council on Measurement in Education, Washington, D.C.
- Evans, C., & Lyons, S. (2016, April). Comparability in balanced assessment systems for state accountability. Paper presented as part of symposium entitled "Advances in Balanced Assessment Systems: Conceptual framework, informational analysis, application to accountability" at the annual meeting of the National Council on Measurement in Education, Washington, D.C.
- Buckley, K., & Lyons, S. (2016, April). *Teacher and leader perceptions of and engagement with student learning objectives in one state*. Paper presented at the annual conference of the American Educational Research Association, Washington, D.C.
- Lyons, S., & Buckley, K. (2015, October). *Perceptions of student learning objectives: Lessons learned from data meeting observations*. Paper presented at the annual conference of the Northeastern Educational Research Association, Trumbull, CT.
- Evans, C., & Lyons, S. (2015, September). *Quality control across political boundaries*. Presentation at the 17th Annual Reidy Interactive Lecture Series, Boston, MA.
- Patelis, T., Gong, B., Hall, E. & Gillmor, S. (2015, June). *Evaluating the quality of assessments*. Symposium presented at CCSSO's National Conference on Student Assessment, San Diego, CA.
- Gillmor, S., Betebenner, D., & Marion, S. (2015, April). *The effect of summer learning loss on annual estimates of student growth for teacher evaluation*. Paper presented at the annual meeting of the New England Educational Research Organization, Portsmouth, NH.
- Hall, E., Gillmor, S., Gong, B., Hess, K., Marion, S., & Patelis, T. (2015, April). *Assessment quality related to college and career readiness assessments*. Paper presented at the annual meeting of the National Council on Measurement in Education, Chicago, IL.
- Poggio, J., Gillmor, S., Sipahi, R., & Jiang, Z. (2015, April). *An error analysis examining international assessments and resulting country equivalence*. Paper presented at the annual meeting of the National Council on Measurement in Education, Chicago, IL.
- Gillmor, S., & Skorupski, W. (2014, April). *Comparing the estimates of teacher effects using VAMs and SGPs*. Paper presented at the Cognition and Assessment Special Interest Group Business Meeting, Philadelphia, PA.
- Gillmor, S., Poggio, J., & Embretson, S. (2014, April). *Effects of reducing the cognitive load of mathematics items on student performance*. Paper presented at the annual conference of the American Educational Research Association, Philadelphia, PA.
- Gillmor, S., Poggio, J., Longabach, T. & Papanastasiou, E. (2014, April). *A new threat to validity: An examination of cultural discrepancies in omission rates on international assessments*. Paper presented at the annual conference of the American Educational Research Association, Philadelphia, PA.
- McJunkin, L., Poggio, J., & Gillmor, S. (2014, April) *Construct validity and fairness of technology-enhanced items for visually-impaired students*. Paper presented at the annual meeting of the National Council on Measurement in Education, Philadelphia, PA.
- Gillmor, S., & Carter, K. (2013, October). *Improving the usability of the concerns-based adoption model: Validation of a revised diagnostic tool for measuring levels of use*. Paper presented at the annual conference of the American Evaluation Association, Washington, DC.
- Poggio, J., Gillmor, S., & Poggio, A. (2013, April). *A formative assessment tutorial model in mathematics*. Paper presented at the annual meeting of the National Council for Measurement in Education, San Francisco, CA.

Rabinowicz, S., & Gillmor, S. (2013, March). *Understanding geometry and measurement through service-learning*. Paper presented at the annual National Service-Learning Conference, Denver, CO.

Carter, K., & Gillmor, S. (2013, March). *The influence of achievement on specific reading indicators on achievement in overall math and specific math indicators*. Poster presented at the University of Kansas' Annual Capitol Graduate Research Summit, Lawrence, KS.

Whetstone, P., Gillmor, S. & Schuster, J. (2013, February). *Social skills change student behavior*. Paper presented at the annual conference for the Learning Disabilities Association of America, San Antonio, TX.

Seider, S., Gillmor, S., & Rabinowicz, S. (2010, June). *Differential outcomes for American college students engaged in community service learning involving youth and adults*. Paper presented at The Future of Community Engagement in Higher Education conference, Boston, MA.

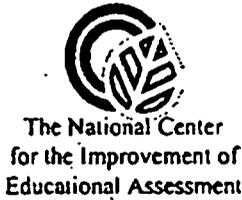
PROFESSIONAL AFFILIATIONS

American Educational Research Association—*Division D: Measurement and Research Methodology*

National Council for Measurement in Education

New England Educational Research Organization

Northeastern Educational Research Association



Vita
CHARLES A. DePASCALE

Senior Associate

The Center for Assessment

Charles A. DePascale is a Senior Associate at the non-profit The National Center for the Improvement of Educational Assessment, Inc. The mission of the Center is to help states and districts foster higher student achievement through improved practices in educational assessment and accountability.

Since joining the Center in 2002, Charlie has provided technical guidance and support in the design and use of assessment systems that support student, educator and school accountability systems through direct work with individual states and through participation in multi-state research projects, conference presentations, workshops, and publication of papers. He works with clients to uncover problems and solutions in complex assessment environments, promoting the understanding of the appropriate use and interpretation of assessment and assessment results to support educational policy. A career-long pursuit continues to be fostering understanding of the role of large-scale assessment within a comprehensive assessment system and the role of comprehensive assessment systems within PK-12 education systems.

As a Senior Associate, Charlie supported Maine, New Hampshire, Rhode Island, and Vermont in the design, implementation, and ongoing operations of the New England Common Assessment Program (NECAP) from 2003 through 2014. From 2005 – 2010, he supported Achieve, Pearson, and member states in the design and operations of the ADP Assessment Consortium, which at the time was the largest multi-state assessment effort to date, to create common end-of-course exams in Algebra I and Algebra 2.

He has also worked extensively and closely with the Rhode Island Department of Education since 2004 on their assessment and accountability initiatives; and has served as a member of the Massachusetts Technical Advisory Committee since 2002. Recently, he has been involved in several projects related to the comparability of assessment results for CCSSO, the Louisiana Department of Education, and Parcc, Inc.

Charlie is an active participant in the New England Educational Research Organization (NEERO), where he has been a member of the Board of Directors since 1997 and served as President from 2000 to 2002. He also joined the Northeastern Educational Research Association (NERA) Board of Directors in 2011 and was elected President for 2015-2016.

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Education

PhD., 1990. Educational Psychology: Measurement and Evaluation, University of Minnesota, Minneapolis, Minnesota

M.Ed., 1983. Educational Research, Northeastern University, Boston, Massachusetts

B.A., 1981. Music, Harvard College, Cambridge, Massachusetts

Professional History

Boston College. Chestnut Hill, MA

Part-time Faculty, 2008 - 2012. Teaching an advanced psychometrics seminar covering IRT and applied topics in educational measurement, assessment, and psychometrics to doctoral students through the Educational Research, Measurement, and Evaluation (ERME) program in the Lynch School of Education at Boston College.

Massachusetts Department of Education. Malden, MA.

Principal Psychometrician. July 1999 – October 2002. Served as principal psychometrician and member of the management team for the Massachusetts Comprehensive Assessment System. Responsibilities included management of the administration, analysis, and reporting for the state's MCAS tests including oversight of technical components such as scaling, standard setting, and equating. Responsibilities also included participation in the overall management of the state's assessment program including the design and implementation of the state's standards-based graduation requirement.

Data Analysis & Testing Associates, Inc. Concord, MA.

President. July 1995 – December 2005. Provided consulting services in the areas of data analysis, evaluation, and educational assessment to school districts, state education agencies, testing contractors, and corporations. Major projects included assisting school districts in the design, development, and implementation of local assessment systems and in the interpretation and use of state assessment results. Projects also included survey design and administration and program evaluation. Responsibilities included corporate management and the supervision of a staff of 3-5 consultants.

Advanced Systems in Measurement and Evaluation, Inc. Dover, NH.

Supervisor. October 1989 – June 1995. Served as supervisor of the Data Analysis (1990-1995) and Scoring (1994-1995) departments and member of the board of directors at Advanced Systems (now Measured Progress). Responsibilities as supervisor of data analysis included working with client states in the design and production of assessment reporting systems; analysis of assessment results including standard setting, scaling and equating; and the production of technical reports. In this position, participated in the development of alternative standard setting procedures (e.g., Body of Work Method) for large-scale assessments based primarily on constructed-response items. Responsibilities as supervisor of scoring included management of the staff of full-time and temporary scorers; scheduling and oversight of scoring activities; and the development and implementation of scoring quality control procedures.

Selected Publications and Presentations

DePascale, C.A. (2017). I've a feeling we're not in Kansas anymore: Expanding large-scale psychometrician's perspectives on assessment. Panel discussion at the NCME special conference on classroom assessment. Lawrence, KS.

DePascale, C.A., Sharp, A, Ryan, K, & Betebner, D. (2017). *Building a conceptual framework for assessment literacy*. Paper presented at the annual meeting of the National Council on Measurement in Education. San Antonio, TX.

DePascale, C.A. (2016). *Living in a post-Validity World: Cleaning up our Messick*. Presidential Address to the 47th annual conference of the Northeast Educational Research Association. Trumbull, CT.

DePascale, C.A., Dadey, N, & Lyons, S. (2016). *Score Comparability across Computerized Assessment Delivery Devices*. Washington, DC: Council of Chief State School Officers.

Lane, S. & DePascale, C. (2016). Psychometric Considerations for Performance-Based Assessments and Student Learning Objectives. In Braun, H (ed.) *Meeting the Challenges to Measurement in an Era of Accountability*. New York: Routledge.

DePascale, C & Betebner, D. (2015). *Utility vis-à-vis Validity*. Presented at the International Association for Educational Assessment conference. Lawrence, KS.

DePascale, C.A. (2015). *The evolution of the Rhode Island Diploma System graduation requirements: 2004 – 2014*. Paper presented at the annual meeting of the New England Educational Research Organization. Portsmouth, NH.

Charles DePascale Vita

DePascale, C.A. (2015). *Psychometrician, Do No Harm*. Invited symposium presentation at the National Council on Measurement in Education conference. Chicago, IL.

Center for Assessment (2015). *Educating students for success. A comparison of the MCAS and PARCC assessments as indicators of college- and career-readiness*. Massachusetts Business Alliance for Education. Boston, MA. (lead author)

DePascale, C.A. (2014). *Evaluating the Use of IRT Procedures to Produce A Scale When There is A Gap Between Items and Students*. Presented at the 2014 New England Educational Research Organization Annual Meeting. Mt. Snow, Vermont.

Gong, B & DePascale, C.A. (2013). *Different But the Same: Assessment "comparability" in the era of the Common Core State Standards*. Prepared for the Council of Chief State School Officers, Washington, D.C.

DePascale, C.A. (2013). *Student Assessment Within the SLO Process: Developing, Implementing, and Evaluating an Assessment Plan*. Invited presentation at the REL-NCC Bridge Event: SLO – Implementation and Measurement. Framingham, MA.

DePascale, C.A. (2012). *Transitioning English Language Learners in Massachusetts: An Exploratory Data Review*. Malden, MA: Massachusetts Department of Education.

DePascale, C.A. (2012). *Managing multiple measures: Now that we have multiple measures, are we prepared to use them?* *Principal*, 91 (5), 6-10, May/June 2012.

DePascale, C.A. (2011). *Multiple measures, multiple meanings: Measurement challenges associated with varied uses of multiple measures to enhance validity and reliability*. Presented at the 2011 Reidy Interactive Lecture Series, Boston, MA.

DePascale, C.A. (2011). *Salvaging Race to the Top Assessment*. *Education Week*, 30 (37), 32,25.

DePascale, C.A. (2011). *Vermont Alternate Assessment Program Standard Setting Report*. Technical Report prepared for the Vermont Department of Education. February 2011.

DePascale, C. A. (2010). *Modified tests for modified achievement standards: Examining the comparability of scores to the general test*. In Winter, P. (ed.) *Evaluating the comparability of scores from achievement test variations*. Washington, D.C.: Council of Chief State School Officers.

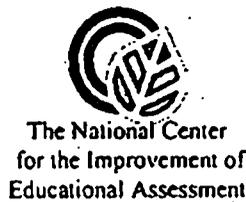
DePascale, C. A. (2010) *Evaluating linguistic modifications: An examination of the comparability of a plain English mathematics assessment*. In Winter, P. (ed.) *Evaluating the comparability of scores from achievement test variations*. Washington, DC: Council of Chief State School Officers.

- DePascale, C. A. (2010). *A perspective on key contemporary issues of standards, assessment, and accountability*. Invited address to the Governing Board of the Regional Educational Laboratory – Northeast & Islands, Boston, MA.
- DePascale, C. A. (2009). *Formative Reform: Purposeful planning for the next generation of assessment and accountability systems*. Prepared for the 2009 Reidy Interactive Lecture Series, Portsmouth, NH.
- Wiener, D. & DePascale, C.A. (2009). Alternate Assessment in Massachusetts: Approaches and Validity. In Schafer, W.D. & Lissitz, R.W. (eds.) *Alternate assessments based on alternate achievement standards: Policy, practice, and potential*. Baltimore, MD: Brookes Publishing.
- DePascale, C.A. (2009). *Establishing a state consortium for assessment: A discussion of factors to consider*. Center for Assessment Technical Paper.
- DePascale, C.A. (2009) *The New England Common Assessment Program: Notes on the collaboration among four New England states*. Center for Assessment Technical Paper.
- DePascale, C. A. (2007). Transitioning between testing contractors. In Wild, C.L. & Ramaswamy, R. (Eds.) *Improving testing: Applying process tools and techniques to assure quality*. New York: Lawrence Erlbaum Associates.
- DePascale, C.A. (2007). *Formative assessment tools: The search for Betty Crocker*. Presented at the National Conference on Large-Scale Assessment, Council of Chief State School Officers, Nashville, TN.
- DePascale, C.A. & Dunn, J.L. (2007). *Measurement Problems Revisited*. Presented at the 2007 Contemporary Issues in High Stakes Testing Conference, Lincoln, NE.
- DePascale, C.A. (2006). *Consistency and Reliability*. Presented at the Inclusive Assessment Seminars, National Alternate Assessment Center, Denver, CO; Alexandria, VA.
- DePascale, C.A. (2006). *Standard setting for K-12 large-scale assessments: A long and winding road*. Presented at the National Conference on Large-Scale Assessment, Council of Chief State School Officers, San Francisco, CA.
- DePascale, C.A. (2006). *Measuring growth with the MCAS tests: A consideration of vertical scales and standards*. Technical report prepared for the Massachusetts Department of Education.
- Hill, R.K, Marion, S, DePascale, C., Dunn, J., & Simpson, M. (2006). Using value tables to explicitly value student growth. In Lissitz, R.W. (Ed.) *Longitudinal and value added models of student performance*. Maple Grove, Minnesota: JAM Press
- DePascale, C. (2004). *Setting Standards Across Grades 3 through 8: It is more than choosing the right method*. presented at the National Conference on Large-Scale Assessment, Council of Chief State School Officers, Boston, MA.

- Hill, R.K. & DePascale, C. (2003). Reliability of No Child Left Behind Accountability Designs. *Educational Measurement: Issues and Practices*, 22(3) 12-20, CA.
- DePascale, C. (July 2003). Large-scale testing in a comprehensive assessment system. *ATP Journal*.
- DePascale, C. (2002). *A Conceptual Framework for Quality Control of the Scoring and Reporting of Large-Scale Assessments*. presented at the National Conference on Large-Scale Assessment, Council of Chief State School Officers, Palm Desert, CA.
- DePascale, C. (1997). *Politics, Measurement, and High-stakes Assessment*. paper presented at the annual meeting of the New England Educational Research Organization, Portsmouth, NH.
- DePascale, C. (1995). Statewide Student Assessment in New Hampshire: A description of the program and a discussion of factors affecting performance. Expert witness report prepared for the Claremont School District et al. v. Stephen E. Merrill, Governor, et al.
- Kahl, S.R., DePascale, C., & Crockett, T.J. (1994). *Using Actual Student Work to Determine Cut Scores for Proficiency Levels: New methods for new tests*. Paper presented at the National Conference on Large Scale Assessment, Council of Chief State School Officers, Albuquerque, NM.
- DePascale, C. and Rost, M. R. (1993). *An Alternative Method for Defining Proficiency Levels: Results from the 1992 Massachusetts Educational Assessment Program*. Paper presented at the annual meeting of the American Educational Research Association, Atlanta, GA.
- Stecklein, J.E. and DePascale, C. (1986). Comparative Factor Patterns of College Faculty Characteristics. Paper presented at the 26th annual forum of the Association for Institutional Research, Orlando, FL.

Professional Affiliations

- New England Educational Research Organization (NEERO).
Board of Directors 1997 – present
President 2000 – 2002
- Northeastern Educational Research Association (NERA).
President 2016
Board of Directors 2011 – 2014
- Northeast SAS Users Group (NESUG) 1991-2013
Section Chair
- National Council on Measurement in Education (NCME)
Program Co-chair 2018



Vita
DAMIAN BETEBENNER
Senior Associate

The Center for Assessment

Professional Experience

Senior Associate. 2007-present. The National Center for the Improvement of Educational Assessment, Inc. Work with states on development and implementation of growth models and incorporation of those models into accountability systems. Architect of Student Growth Percentile (SGP, Colorado Growth Model) methodology. Develop reporting systems for results to facilitate proper use and interpretation of results. Member measurement TACs in Idaho, Michigan and West Virginia.

Assistant Professor. 2004 - 2007. Lynch School of Education, Department of Educational Research, Measurement and Evaluation, Boston College: Conduct research in issues related to applied statistics and policy, supervise graduate students, and teach various courses in the department.

Research Associate. 2001- 2004. Center for Research on Evaluation, Standards, and Student Testing) CRESST and (Education in the Public Interest Center) EPIC: Conducted multilevel "value added" analyses of student growth and examined the ACT assessment and its use as part of the Colorado Student Assessment Program (CSAP).

Intern. Summer 1999. ACT Inc., Iowa City, Iowa: Did research with ACT statistician Matthew Schultz on hierarchical logistic regression.

Teaching Assistant. 1998- present. intermediate statistics, School of Education, University of Colorado, Boulder: Taught intermediate statistics course including choosing text and redesigning class format.

Research Assistant. 1996 - 1997 School of Education, University of Colorado, Boulder: Conducted generalizability and trend analyses on data from state administered assessments.

Teaching Assistant. 1989 - 1995. Department of Mathematics, University of Wyoming: Taught courses in college algebra, trigonometry, calculus, and linear algebra.

Honors & Awards

2010

- National Council of Measurement in Education, Annual Award for Outstanding Dissemination of Educational Measurement Concepts to the Public. In recognition of work disseminating The Colorado Growth Model

2009

- Adobe Max Award Finalist for *The Colorado Growth Model: Changing Conversation about Education through Data Visualization*.
-

Education

Ph.D. 2001. University of Colorado, Boulder concentration in Education.

Ph.D. 1995. University of Wyoming concentration in mathematics.

M.S. 1993. University of Wyoming concentration in mathematics.

B.A. 1988. University of Wyoming concentration in mathematics.

Selected Presentations and Publications

2017

- NCME Training Session: A Framework and Platform for the Development of Assessment Literacy

2016

- CCSSO Presentations on Assessment Literacy, Using growth to identify Gifted and Talented Students, and the next generation of growth models.

2015

- Shang, Y., VanIwaarden, A., & Betebenner, D. W. (2015). *Covariate measurement error correction for Student Growth Percentiles using the SIMEX method*. *Educational Measurement: Issues and Practice*, 34(1):4-14.
- NCME Training Session: Leveraging Open Source Software & Tools for Statistics/Measurement Research, Chicago, IL

2014

- CCSSO/NCIEA Invited Colloquium: Growth During Transition with SBAC.
- CCSSO Growth During Transition symposium. New Orleans, LA

The National Center for the Improvement of Educational Assessment, Inc.
31 Mount Vernon Street, Dover, NH 03820
(603) 516-7900 Fax (603) 516-7910
www.nciea.org E-mail dbetenbenner@nciea.org

- NCME Training Session: Software Development meets Measurement, Philadelphia, PA
- 2013
- CCSSO/NCIEA Invited Colloquium: Growth During Transition with PARCC.
 - NCME Training Session: SGP. 2013 NCME Annual Conference, San Francisco, CA
- 2012
- NCME Training Session: SGP. 2012 NCME Annual Conference, Vancouver, Canada
- 2011
- NCME Training Session: SGP. 2011 NCME Annual Conference, Denver, CO.
- 2010
- Betebenner D. W. & Linn, R. L., *Growth in Student Achievement: Issues of Measurement, Longitudinal Data Analysis and Accountability*. National Conference on Next Generation K-12 Assessment Systems, March 8-9, Washington D.C.
<http://www.k12center.org/rsc/pdf/BetebennerandLinnPresenterSessionI.pdf>
 - Exploring Student Growth Using Large Scale Assessments: Changing Conversations about Education. Student Growth Models & Value-Added Assessments, CNA-REL Appalachia, Alexandria, VA, April 8, 2010
 - NCME Training Session: Data Visualization using R. 2010 NCME Annual Conference, Denver, CO.
- 2009
- NCME Training Session on the calculation of Student Growth Percentiles. 2009 NCME Annual Conference, San Diego, CA.
 - Betebenner, D. W. (2009) Growth, standards, and accountability. (Paper presented at the 2009 NCME Annual Conference, San Diego, CA. Available online at <http://www.nciea.org/publications>)
 - Betebenner, D. W. (2009) Norm- and Criterion-referenced student growth. *Educational Measurement: Issues and Practice* 28(4), 42-51.
 - Betebenner D. W. & Linn, R. L., *Growth in Student Achievement: Issues of Measurement, Longitudinal Data Analysis and Accountability*. Paper presented at the Exploratory Seminar on Next Generation K-12 Assessment Systems. Educational Testing Service, Princeton, NJ, December 7 2009.
- 2008
- Betebenner, D. W. (2008). Toward a normative understanding of student growth. In K. E. Ryan & L. A. Shepard (Eds.), *The future of test-based educational accountability* (pp. 155–170). New York: Taylor & Francis.
 - Betebenner, D. W. (2008, April). Norm- and criterion-referenced student growth. (Paper presented at the 2008 NCME Annual Conference, New York, NY. Available online at http://www.nciea.org/publications/normative_criterion_growth_DB08.pdf)

- The Impact of Performance Level Misclassification on the Accuracy and Precision of Percent at Performance Level Measures. *Journal of Education Measurement*, June 2008

2007

- Reference Growth Charts for Educational Outcomes. AERA Annual Meeting, Chicago, IL, April 2007.
- Using Student Progress to Assess Performance Level Alignment Across Grades. AERA Annual Meeting, Chicago, IL, April 2007.
- The Impact of Performance Level Misclassification on Percent at Performance Level Measures. AERA Annual Meeting, Chicago, IL, April 2007.
- Absolute versus Relative Measures of Growth in Value-Added Models. Minnesota Value-Added Symposium, February 23rd, 2007.
- Growth as a Description of Process. The CRESST Conference, Festschrift in Honor of Robert L. Linn. Los Angeles, January 22, 2007.

2006

- Betebenner, D.W., Shang, Y., Xiang, Y., Zhao, Y, and Yue, X. The Impact of Performance Level Misclassification on Percent at Performance Level Measures. To appear in *Journal of Educational Measurement*.
- The Data Doesn't Speak for Itself. Paper presentation, CCSSO Conference on Large Scale Assessment, San Francisco, CA, June 2006.
- Growth as a Measure of Process. Paper presentation, NCME Annual Meeting, San Francisco, CA, April 2006.
- Lord's Paradox with Three Statisticians. Paper presentation, AERA Annual Meeting, San Francisco, CA, April 2006.
- Authentic use of Software and Technology in an Applied Statistics Course. Paper presentation, AERA Annual Meeting, San Francisco, CA, April 2006.

2005

- Betebenner, D.W. (2005) Using control structures with Sweave. *R Newsletter* 5(1), 40-44.
- Betebenner, D.W., Howe, K.R., and Foster, S.S. (2005) On School choice and test based accountability. *Education Policy Analysis Archives* 13(41).
- Performance Standards in Measures of Educational Effectiveness, Paper presentation, CSSO Conference on Large Scale Assessment, San Antonio, TX, June 2005.

2004

- Schultz, E.M., Betebenner, D. W. and Ahn, M. (2004) Hierarchical Logistic Regression. *Journal of Educational Measurement* 41(3), 271-286
- Betebenner, D.W. and Doran, H.C. (2004) A Proposal for Modeling Student Growth as Outlined by HB 04-1433. (Technical report for Colorado Department of Education).

- Doran, H.C. and Betebenner, D.W., Supporting Implementation of House Bill 04-1433: A Preliminary Analysis of a Value-added Model. (Technical report for Colorado Department of Education).
- On school choice and test based accountability. Paper presentation, AERA Annual Meeting, San Diego, CA, April 2004.
- Using relational databases to implement mixed-method analyses. Paper presentation, AERA Annual Meeting, San Diego, CA, April 2004.

2003

- Betebenner, D.W. (2003) An analysis of academic growth using 2001 and 2002 CSAP reading scores. (Technical report for Colorado Department of Education).
- Mixing choice and accountability: A witches' brew? Paper presentation, AERA Annual Meeting, Chicago, IL, April 2003.

2002

- Howe, K.R., Eisenhart, M., Betebenner, D.W. (2002) The price of public school choice. *Educational Leadership* 59(7), 20–24.
- Linn, R.L., Baker, E.L., and Betebenner, D.W. (2002) Accountability systems: Implications of requirements of the No Child Left Behind Act of 2001. *Educational Researcher* 31(6), 3–16.

2001

- Howe, K.R., Eisenhart, M., and Betebenner D.W. (2001) A school choice crucible: A case study of Boulder. *Phi Delta Kappan* 83(2), 137–146.
- Betebenner, D.W. and Howe, K.R. (2001) Implications for the use of the ACT within the Colorado Student Assessment Program. (Technical report for Colorado Department of Education).

Professional Activities and Affiliations

Professional Societies

American Educational Research Association, 1997 – present. National Council on Measurement in Education, 1998 – present. Phi Beta Kappa and Phi Kappa Phi, 1987.

Honors and Awards

National Council on Measurement in Education annual award for Outstanding Dissemination of Educational Measurement Concepts to the Public (for the Colorado Growth Model). The award was given at the NCME Annual Conference in May, 2010 in Denver.

Received funding from Colorado Department of Education to conduct a study on the use of the ACT assessment as part of the Colorado Student Assessment Program (CSAP), 2001.

Outstanding Doctoral Student, School of Education, University of Colorado, Boulder, 2001.

AERA dissertation grant for research using large-scale databases, 1998 – 2000.

TIMSS Seminar on the use and analysis of TIMSS data, 1997.

Computer Software and Language Expertise

Software: SPSS, R/S-Plus, SAS, MlwiN, Excel, Dreamweaver.

Languages: HTML, L^ATEX, SQL.

Operating Systems: Linux/Unix, Windows, OS X

W

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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-3495
FAX (603) 271-1953

May 3, 2018

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

REQUESTED ACTION

Authorize the Department of Education, Division of Program Support to contract with The National Center for the Improvement of Educational Assessment, Inc. ("The Center"), Dover, NH (vendor code 158509), in an amount not to exceed \$100,000.00 to serve the department as a technical advisor for the accountability program and initiatives, effective July 1, 2018 or upon Governor and Council approval, whichever is later, through June 30, 2019, with an option to renew for three (3) additional fiscal years. 100% Federal Funds

Funding is available in the accounts titled Federal Assessment and Title I Compensatory Education as follows:

	<u>FY 19</u>
06-56-56-562010-25340000-102-500731 Contracts for Program Services	\$60,000.00
06-56-56-562010-25090000-102-500731 Contracts for Program Services	\$40,000.00

EXPLANATION

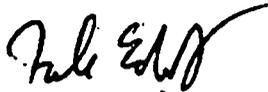
A request for proposals was posted on the Department website on March 21, 2018 and submitted to the Union Leader on May 30, 2018. The Department was seeking an organization or individual to serve as a technical advisor in supporting the implementation of the New Hampshire consolidated state plan required for ESSA; providing psychometric services including the calculation of student growth percentiles and advising on reporting growth results; and planning, facilitation, and reporting for the Technical Advisory Committee and related tasks. Only one proposal was received. It was reviewed and rated, using the attached scoring rubric (see Attachment A), by an evaluation team consisting of the Director, Division of Program Support; Administrator, Bureau of Accountability and Data Management; and Administrator, Bureau of Instructional Support and Student Assessment. The team recommended this organization.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
May 3, 2018
Page 2 of 2

The Center has done an excellent job in supporting the DOE's efforts by: authoring the Task Force report, which served as the foundation for NH DOE's accountability system design for the ESSA State Plan; drafting the accountability portion of the State Plan and working with NH DOE personnel through various rounds of revisions with the U.S. Department of Education (USED) to produce the final, approved plan; and working closely with NH DOE personnel to produce student growth percentiles. We respectfully request that we be able to continue working with The Center as we implement the consolidated state plan required for ESSA and calculate and report student growth percentiles

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:sm:emr

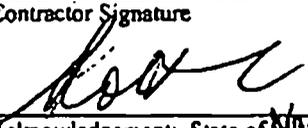
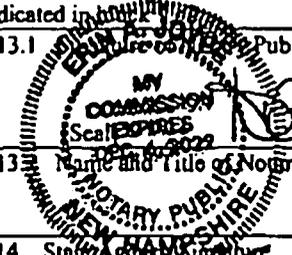
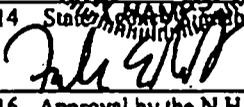
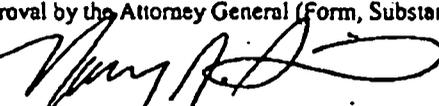
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name The National Center for the Improvement of Educational Assessment, Inc.		1.4 Contractor Address 31 Mount Vernon Street, Dover, NH 03820	
1.5 Contractor Phone Number 603-516-7900	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$100,000.00
1.9 Contracting Officer for State Agency Saundra MacDonald, Administrator, Bureau of Accountability and Data Management		1.10 State Agency Telephone Number 603-271-3453	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Scott Marion, President	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Strafford</u> On <u>May 2 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 1.13.1			
1.13.1 Public or Justice of the Peace			
1.13 Name and Title of Notary or Justice of the Peace  <u>Erin Joyce, Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>FRANK EDELBLUT, 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>5/23/2018</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

The National Center for the Improvement of Educational Assessment, Inc. ("The Center") will provide the following services to the New Hampshire Department of Education effective July 1, 2018 or upon Governor and Council approval, whichever is later, through June 30, 2019:

Supporting the Implementation of the New Hampshire Consolidated State Plan

- Supporting the NH DOE accountability personnel and NH DOE leadership to model and implement the business rules to support effective deployment of the ESSA accountability system as defined by the plan
- Implementing an evaluation and continuous improvement plan to ensure that the NH accountability system is working as intended and that unintended negative consequences are minimized
- Facilitating stakeholder engagement related to implementation of the plan as needed to provide policy and practical recommendations to the NH DOE to support the effective implementation of NH's school accountability system
- Supporting the NH DOE in working with the NH Legislature and State Board of Education to provide policy and technical support and advice to ensure that NH can implement the most coherent accountability policies

This work will require twenty Two (22) professional days.

Providing Psychometric Services Including the Calculation of Student Growth Percentiles

- Working with NH DOE data and accountability personnel to facilitate effective data and secure data transfer
- Calculating and documenting the quality of the SGP analyses in NH
- Supporting the NH DOE in reporting and explaining the implication of the SGP analyses
- Collaborating with domain experts in developing/applying measurement models for learning trajectories

This work will require eighteen (18) professional days.

**Planning, Facilitation, and Reporting for the Technical Advisory Committee (TAC)
and TAC Related Tasks**

This task will require nine (9) professional days.

**Assist with the examination of Item performance (pre- and post-administration)
and inter-rater reliability studies**

This task will require one (1) professional day.

**EXHIBIT B
BUDGET**

Task	Professional Days*	Cost
Supporting NH DOE's implementation of the New Hampshire consolidated state plan	22	\$44,000.00
Provide psychometric services including the calculation of student growth percentiles	18	\$36,000.00
Planning, facilitation, and reporting for the Technical Advisory Committee (TAC) and TAC related tasks	9	\$18,000.00
Assist with the examination of item performance (pre- and post-administration) and inter-rater reliability studies	1	\$2,000.00
Total	50	\$100,000.00

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$100,000.00.

Funding Source: Funding for this contract is 100% Federal Funds from the accounts titled Federal Assessment and Title I Compensatory Education as follows:

	FY 19
06-56-56-562010-25340000-102-500731 Contracts for Program Services	\$60,000.00
06-56-56-562010-25090000-102-500731 Contracts for Program Services	\$40,000.00

Method of Payment: Payment is to be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

Saundra MacDonald
Administrator
NH Department of Education
101 Pleasant Street
Concord, NH 03301

* The average daily rate is \$2000 per day. Direct expenses such as travel to Concord are incorporated into the budget for each task.

Exhibit C

Subject to Governor and Council approval, authorize the Department of Education to include a renewal option on this contract for up to three additional fiscal years, subject to the contractor's acceptable performance of the terms therein, and pending legislative approval of the next biennium budget.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE NATIONAL CENTER FOR THE IMPROVEMENT OF EDUCATIONAL ASSESSMENT is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 12, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 299403



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of June A.D. 2017.

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

William M. Gardner
Secretary of State

Business Information

Business Details

THE NATIONAL CENTER FOR
Business Name: THE IMPROVEMENT OF EDUCATIONAL ASSESSMENT
Business ID: 299403

Business Type: Domestic Nonprofit Corporation
Business Status: Good Standing

Business Creation Date: 08/12/1998
Name in State of Incorporation: Not Available

Date of Formation in Jurisdiction: 08/12/1998

Principal Office Address: 31 Mount Vernon St, Dover, NH, 03820, USA
Mailing Address: NONE

Citizenship / State of Incorporation: Domestic/New Hampshire

Last Nonprofit Report Year: 2010
Next Report Year: 2020

Duration: Perpetual

Business Email: NONE
Phone #: NONE

Notification Email: NONE
Fiscal Year End Date: NONE

Certificate is Valid

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / IMPROVEMENT OF EDUCATION FOR CHILDREN THRU DEV & PROMOTION OF ADVANCES IN ED'N	

CERTIFICATE OF AUTHORITY

I, Christopher Domaleski, Vice President of The National Center for the Improvement of Educational Assessment, Inc. 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 a)(are) true and complete cop (y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on September 15, 2015, 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 September 11, 1998.
- (5) The foregoing resolution(s) and by-law are in full force and effect as of the date hereof; and
- (6) The following person(s) lawfully occupy the offices indicated below:

Scott Marion President

Christopher Domaleski Vice President

Brian Gong Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice President of the Corporation this 2 day of MAY 2019

Christopher Domaleski
Vice President

(Corporate Seal if any)

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

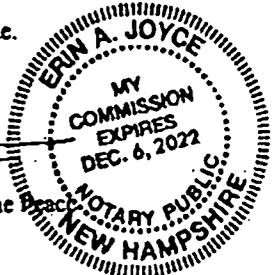
STATE OF NEW HAMPSHIRE

COUNTY OF STRAFFORD

On May 2nd 2019, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Vice President of the corporation identified in the foregoing certificate, and acknowledge that (s)he executed the foregoing certificate.

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

Erin A. Joyce
Notary Public/Justice of the Peace



CERTIFICATE OF CORPORATE RESOLUTION

Amendment 2

THE UNDERSIGNED, MARK MUSICK, currently serving as the Chairman of the Board of Directors of The National Center for the Improvement of Educational Assessment, Inc., a non-profit Corporation duly organized and in good standing under the laws of the State of New Hampshire, (herein referred to as the "Corporation") does hereby certify that effective as of September 15, 2015:

1. The persons listed below are the duly elected and qualified officers of this Corporation:
 - a. Scott Marion, President
 - b. Christopher Domaleski, Vice President and Secretary
 - c. Brian Gong, Treasurer

2. Pursuant to the Charter of the Corporation, and by vote of the Board of Directors, only the President and Vice President are duly authorized to act in the name of, and on behalf of, the Corporation.

3. The President and Vice President of the Corporation, in accordance with the Charter, acting or signing singly, are each authorized, empowered and directed to execute, seal and deliver, in the name of and on behalf of the Corporation, any agreements, contracts or other documents in such form and with such amendments, modifications, replacements, additions and/or substitutions thereto; and upon such terms and conditions as the said Officer, in his sole discretion, deemed appropriate and reasonable in the best interest of the Corporation to conduct the business and affairs of the Corporation.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 15th day of September 2015



Mark Musick, Chairman of the Board of Trustees

Client#: 36208

NATCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/20/2018

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER People's United Ins. Agency NH 1555 Lafayette Rd. 2nd Fl. Portsmouth, NH 03801	CONTACT NAME: Anna Gallant
	PHONE (AC, Ho, Ext): 603 427-7534 FAX (AC, Ho): E-MAIL ADDRESS:
INSURED The National Center For The Improvement of Educational Assessment	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Phoenix Insurance Company 22292
	INSURER B: Twin City Fire Insurance 28459
	INSURER C: Travelers Cos & Surety Co. of America 31184
	INSURER D: Citizens Ins. Co. of America 31534
	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.

LINE	TYPE OF INSURANCE	ADDL SUBR INSR	WYVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC. OTHER:				11/01/2017	11/01/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRER AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$				11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/LEADER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Cyber Liability				03/20/2018	03/20/2018	\$3,000,000/\$10,000 Ded
B	Professional				03/20/2018	03/20/2018	\$1,000,000/\$10,000 Ded
C	Directors/Officer				11/01/2018	11/01/2018	\$1,000,000/\$2,500 Ded

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

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

CERTIFICATE HOLDER New Hampshire Dept. of Education 101 Pleasant St Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Anna Gallant</i>
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**Articles of Agreement
of
The National Center for the Improvement of Educational Assessment, Inc.**

Article 1. The name of the corporation shall be:

The National Center for the Improvement of Educational Assessment, Inc.

Article 2. The object for which this corporation is established is:

The improvement of education for children through the development and promotion of advances in educational assessment.

The purposes for which The National Center for the Improvement of Educational Assessment, Inc. is organized are exclusively religious, charitable, scientific, literary, and educational within the meaning of section 501 (c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.

Article 3. Notwithstanding any other provision of these articles, this organization shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under section 501 (c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.

Article 4. The provisions for establishing membership and participation in the corporation are:

The members at their initial meeting and thereafter the members annually at their annual meeting shall fix the number of members and shall elect the number of members so fixed.

Article 5. The provisions for disposition of the corporate assets in the event of dissolution of the corporation including the prioritization of rights of shareholders and members to corporate assets are:

In the event of dissolution, the residual assets of the organization will be turned over to one or more organizations which themselves are exempt as organizations described in sections 501 (c)(3) and 170 (c)(2) of the Internal Revenue Code of 1986 or corresponding sections of any prior or future Internal Revenue Code, or to the Federal, State, or local government for exclusive public purpose.

Article 6. The address at which the business of this corporation is to be carried on is:

**One Washington Street, Suite 234
PO. Box 351
Dover, NH 03821-0351**

Article 7. The amount of capital stock, if any, or the number of shares or membership certificates, if any, and provisions for retirement, reacquisition and redemption of those shares or certificates are:

None

Article 8. Provision eliminating or limiting the personal liability of a director, an officer or both, to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, an officer or both is: (Note 2)

The members, directors and officers of the corporation shall not be personally liable for any debt, liability or obligation of the corporation. All persons, corporations or other entities extending credit to, contracting with, or having any claim against the corporation may look only to the funds and property of the corporation for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the corporation.

Article 9. Signatures and post office addresses of each of the persons associating together to form the corporation: (Note 3)

BYLAWS OF
THE NATIONAL CENTER FOR THE IMPROVEMENT
OF EDUCATIONAL ASSESSMENT, INC.

ARTICLE 1 - NAME OF ORGANIZATION

"The National Center for the Improvement of Educational Assessment, Inc.," as incorporated in the State of New Hampshire. The legal name of the organization is "The National Center for the Improvement of Educational Assessment, Inc.," but the organization will informally be called "The Center for Assessment," or more simply, "The Center."

ARTICLE 2 - NON-PROFIT STATUS

The Center is organized and operated to achieve the purposes set forth in the Articles of Organization, as may be amended from time to time, and is recognized as exempt from taxation by the Internal Revenue Service under Section 501(c)(3) of the Internal Revenue Code.

ARTICLE 3 - PURPOSES AND POWERS

The purpose of the Center shall be to promote the improvement of education achievement of students through improved practices in educational assessment and accountability.

The powers of the Center shall include the following:

1. Overall Objective: To take actions and manage the Center's affairs in a manner to achieve the purposes set forth in the Articles of Organization.
2. Support of Purposes. To make any reasonable and lawful regulation that is deemed to support or enforce any of the purposes heretofore named.
3. Integrity of the Bylaws. If any article of these bylaws subsequently adopted by the Center is found to be illegal or unenforceable, the remaining provisions of the remaining bylaws of the Center shall nevertheless be considered to remain in full force and good standing.

ARTICLE 4 - BOARD OF TRUSTEES

1. Board of Trustees. There shall be at least six (6), but no more than ten (10) voting members of the Board of Trustees, including the President, who shall be a voting ex-officio member of the Board. No more than one-third of the Board shall be employees of the Center. All members of the Board of Trustees may be referred to as a "Trustee."
2. Voting and Proxies. Each Trustee shall have one vote. A Trustee may not appoint a proxy to vote for him or her at any meeting.

3. **Duties of the Board.** The Board is the governing body of the Center. It is charged with interpreting and overseeing the affairs of the Center as expressed by its policies, actions, directives and resolutions and with taking timely and effective actions to assure that the purposes of the Center are achieved. The Board of Trustees may by general resolution delegate to officers of the Center and to committees such powers as provided for in these Bylaws, and particularly Article 6 below. The Board is responsible for appointing officers and electing the Chair and Vice Chair of the Board as follows:
 - a. **Appointment of Officers.** The Board of Trustees shall meet as necessary for the purpose of appointing the President, Vice President, Secretary and Treasurer of the Center, and may do so at the Annual Meeting or other duly called meeting for such purpose.
 - b. **Election of Chair and Vice Chair.** The Board of Trustees shall meet annually for the purpose of electing the Chair and Vice Chair of the Board, and each shall serve until the following annual election, or until such time as the office becomes vacant for any reason. Persons elected to the position of Chair or Vice Chair may succeed themselves in office.
4. **Election of Trustees & Terms.** The Trustees of the Center shall be elected by a majority vote of the Board of Trustees at any duly called meeting of the Center. A Trustee shall be elected for a term of three (3) years, unless the Trustee is nominated to fill the seat of a Trustee who has not completed her/his term and in such case will serve the remainder of the unexpired term per Article 4, Section 8 of these bylaws.
5. **Limitation on Number of Terms.** Trustees may serve consecutive terms in office as stated herein, and shall serve until the Trustee's successor is elected. No Board member may serve for more than three consecutive three-year terms, except the President who serves *ex officio*.
6. **Number of Meetings.** The Board shall meet at least twice each year but additional meetings may be called by the Chair of the Board of Trustees or by petition to the Board of no less than two (2) Trustees. One such meeting shall be designated the Annual Meeting of the Center and such meeting shall generally occur in the fall of each year.
7. **Notice.** The Board is required to provide timely notification of any Meeting, including the Annual Meeting, to all Trustees of the Center. The attendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Notice delivered or attempted in good faith to be delivered no less than seven (7) days or no greater than thirty (30) days prior to a given Meeting shall be deemed to be timely. Notice pursuant to this Article shall include the date, time and place of the Meeting as well as the proposed agenda and business to be addressed thereat.
8. **Resignation, Removal from Board & Vacancies.** Any Trustee may resign at any time by giving written notice to the President. Such resignation shall take effect at the time specified therein, or, if no time is specified, at the time of acceptance thereof as determined by the Board of Trustees. Any member of the Board of Trustees may be removed from office by a 3/4 vote of all the other Trustees. Vacancies created by resignation, removal, death or other circumstance may be filled by the Board by electing

**Affidavit of Amendment of
The National Center for the Improvement of Educational Assessment, Inc.
(April 2007)**

The following Articles of the Articles of Agreement, as may have been amended in prior amendments, are hereby amended in their entirety and shall read as follows:

Article 2. The object for which this corporation is established is:

The improvement of education for children through the development and promotion of advances in educational assessment.

The purposes for which The National Center for the Improvement of Educational Assessment, Inc. is organized are exclusively religious, charitable, scientific, literary, and educational within the meaning of section 501 (c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.

Notwithstanding any other provision of these articles, this organization shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under section 501 (c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.

Article 3. The provisions for establishing membership and participation in the corporation are:

The corporation shall have no members.

Article 4. The provisions for disposition of the corporate assets in the event of dissolution of the corporation including the prioritization of rights of shareholders and members to corporate assets are:

In the event of dissolution, the residual assets of the organization will be turned over to one or more organizations which themselves are exempt as organizations described in sections 501 (c)(3) and 170 (c)(2) of the Internal Revenue Code of 1986 or corresponding sections of any prior or future Internal Revenue Code, or to the Federal, State, or local government for exclusive public purpose.

**Affidavit of Amendment of
The National Center for the Improvement of Educational Assessment, Inc.
(April 2007)**

Article 5. The address at which the business of this corporation is to be carried on is:

One Washington Street, Suite 234
PO Box 351
Dover, NH 03821-0351

Article 6. The amount of capital stock, if any, or the number of shares or membership certificates, if any, and provisions for retirement, reacquisition and redemption of those shares or certificates are:

None

Article 7. Provision eliminating or limiting the personal liability of a director, an officer or both, to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, an officer or both is: (Note 2)

The members, directors and officers of the corporation shall not be personally liable for any debt, liability or obligation of the corporation. All persons, corporations or other entities extending credit to, contracting with, or having any claim against the corporation may look only to the funds and property of the corporation for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the corporation.

Article 8. Signatures and post office addresses of each of the persons associating together to form the corporation:

See Original Articles of Organization and Article 8 set forth therein is hereby restored; Article 8 set forth in subsequent amendments dated January 3, 2000 and November 17, 2005 is hereby removed.

a new Trustee to complete the term of the leaving Trustee at the annual meeting or a special meeting. Election to complete the unexpired term of another Trustee shall not count against the limit of three 3-year terms.

9. **Compensation.** Board members will not be compensated. Their travel expenses (including lodging, meals, etc.) will be paid by the Center consistent with travel policies in effect for the Center.
10. **Quorum.** The presence in person of a majority of the Trustees shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Trustees are present in person at said meeting, a majority of the Trustees present may adjourn the meeting from time to time without further notice.
11. **Manner of Acting.** The act of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees, unless the act of a greater number is required by law or by these Bylaws. Trustees may attend a meeting by telephonic or similar equipment by means of which all persons participating in the meeting can hear each other.
12. **Informal Action.** Any action required by law to be taken at a meeting of Trustees, or any action that may be taken at a meeting of Trustees, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Trustees.
13. **Conflict of Interest.** The Board of Trustees shall adopt and maintain a Conflict of Interest policy.

ARTICLE 5 - DURATION

The Center shall remain in existence unless at least three-quarters (3/4) of the Trustees affirmatively vote in favor of its termination or merger.

ARTICLE 6 - COMMITTEES

The Board of Trustees, by resolution adopted by a majority of the Trustees, may designate and appoint one or more committees of its members, each of which shall consist of two or more persons, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Trustees in the management of the Center; provided, however, that no such committee shall have the authority of the Board of Trustees in reference to amending, altering or repealing the Bylaws; electing, appointing or removing any member of any such committee or any Trustee or officer of the Center; amending the Articles of Center; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Center; authorizing the voluntary dissolution of the Center or revoking proceedings; adopting a plan for the distribution of the assets of the Center; or amending, altering, or repealing any resolution of the Board of Trustees which by its terms provides that it shall not be amended, altered, or repealed by such committee.

ARTICLE 7 - OFFICERS

1. **Officers.** The officers of the Center shall consist of a President, a Vice-President, a Secretary and a Treasurer. There shall also be a Chair and a Vice Chair of the Board. The President and Vice President may be at-will full-time employees of the Center, unless the Board of Trustees determines that an employment contract with either officer, or both, is in the best interest of the Center. The Board shall establish the salaries of the President and the Vice-President of the Center. The Treasurer and Secretary may be at-will employees of the Center. All officers will be appointed by the Board of Trustees and shall serve at the pleasure of the Board.
2. **Duties of Officers.** The duties of these officers shall be as follows:
 - a. **President.** The President shall be the chief executive officer of the Center. He/she shall be an ex-officio member of all committees and shall see that all legally constituted orders and resolutions of the Board are carried out. He/she shall have the general powers and duties usually vested in or incident to the office of the President of a stock corporation under the laws of the State of New Hampshire. The President shall report to the Board of Trustees about the state of the Center at least once each year.
 - b. **Vice-President.** He/she shall assist the President in carrying out his/her duties and perform other duties as designated by the Board.
 - c. **Secretary.** The Secretary shall record the minutes of all Meetings of the Center or Meetings of the Board in the record book of the Center. He/she shall maintain and keep current the record book. He/she shall prepare all correspondence of the Center as directed by the President or the Board. The Secretary shall maintain lists of all Members and Voting Members and shall prepare notices of all Meetings.
 - d. **Treasurer.** The Treasurer shall have custody of all funds and securities of the Center. He/she shall keep full and accurate records of receipts and disbursements, prepare financial data as required by the Board and deposit all moneys or other valuable property of the Center as required by the Board. The Treasurer shall be prepared to give a financial statement of the condition of the Center at all Meetings of the Center or the Board.
 - e. **Chair.** The Chair shall preside at all meetings of the Board at which he/she is present.
 - f. **Vice Chair.** The Vice Chair shall preside at all meetings of the Board when the Chair is not present.
3. **Term of Office.** The President, Vice President, Secretary and Treasurer of the Center shall be appointed as set forth in Article 4 above and shall serve at the pleasure of the Board. The Chair and Vice Chair shall be elected as set forth in Article 4 above and shall serve terms as set forth therein.

1. Contracts. The Board of Trustees may authorize any officer or officers, agent, or agents of the Center in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Center and such authority may be general or confined to specific instances.
2. Checks. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Center, shall be signed by such officer or officers, agent, or agents of the Center and in such manner as shall from time to time be determined by resolution of the Board of Trustees.
3. Deposits. All funds of the Center shall be deposited from time to time to the credit of the Center in such banks, trust companies, or other depositories as the Board of Trustees may select.
4. Funds. The Board of Trustees may accept on behalf of the Center any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Center.

ARTICLE 10 - CONTRACTS, CHECKS, DEPOSITS AND FUNDS

The Bylaws may be amended by a vote of no less than two-thirds (2/3) of the Trustees present at a duly called meeting of the Center, at which a quorum is present.

ARTICLE 9 - AMENDMENT OF THESE BYLAWS

The Board will take such steps as permitted by law to assure that the Center's officers and Trustees are indemnified against any liability for any lawful actions they may take on behalf of the Center.

ARTICLE 8 - INDEMNIFICATION

4. Resignation, Removal from Office & Vacancies. Any Officer may resign at any time by giving written notice to the President, or in the case of the President to the Chair. Such resignation shall take effect at the time specified therein, or, if no time is specified, at the time of acceptance thereof as determined by the Board of Trustees. The Chair or Vice Chair of the Board of Trustees may be removed from office by a 3/4 vote of all the other Trustees. The President, Vice President, Secretary and Treasurer serve at the pleasure of the Board and can be removed at any time, for any reason, by a simple majority vote of the Board of Trustees, which vote may occur at any meeting. Notwithstanding the foregoing, removal of an officer may be subject to written contractual conditions should the officer be employed by the Center pursuant to an employment contract. Vacancies created by resignation, removal, death or other circumstance may be filled by the Board by electing a new Chair or Vice Chair to complete the term of the departing Chair or Vice Chair, or in the case of the President, Vice President, Secretary or Treasurer, by the appointment of a new officer in accordance with these bylaws.

ARTICLE II - BOOKS AND RECORDS

The Center shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Trustees.

Key Personnel

Scott Marion, Ph.D.

Susan Lyons, Ph.D.

Charles DePascale, Ph.D.

Damian Betebenner, Ph.D.



The National Center
for the Improvement of
Educational Assessment, Inc.

Vita
SCOTT F. MARION
President

Scott F. Marion is the President of the non-profit The National Center for the Improvement of Educational Assessment, Inc. Previously, he served as the Vice President of the Center since 2005 and as a senior associate from 2003-2005. The mission of the Center is to help states and districts foster higher student achievement through improved practices in educational assessment and accountability. The Center does this by:

- Providing customized support to states and districts in designing, implementing, and improving fair, effective, and legally defensible assessment and accountability programs. The Center's staff provides the full range of support, including technical analyses, policy support, documentation and communication, and training from designing an accountability system to meet a legislative mandate through designing effective programs in support of low-performing schools.
- Coordinating Technical Advisory Committees that help ensure a state's evolving assessment and accountability programs receive the best on-going technical advice possible; focused on the specific issues and decision-making needs of the individual state or district.
- Developing and disseminating practical standards for assessment and accountability programs that include specific information about what states and districts should do *today* to have technically sound programs.

As President, Dr. Marion consults with numerous states on such issues as optimal design of assessment and accountability systems, creating or documenting legally defensible approaches to accountability and educator evaluation, gathering validation evidence for accountability programs, and designing comprehensive assessment systems to serve both instructional and accountability purposes. In addition to his management role at the Center for Assessment, Dr. Marion assists in active leadership in the Center's efforts to develop practical professional standards through the Center's annual lecture series and as a regular contributor to professional publications and the annual conferences of AERA, NCME, and CCSSO.

As Wyoming's assessment director (1999-2003), Dr. Marion managed the K-12 testing program, the Wyoming Comprehensive Assessment System, overseeing the state's Uniform Reporting System, and generally overseeing all assessment-related activities at the Wyoming Department of Education. Wyoming's innovative high school competency assessment system—The Body of Evidence System—was the most ambitious project of his administration. Scott Marion worked through the entire cycle of development of the assessment system from initial design through incorporation into legislation, administrative rule, and into actual implementation. From 1997 Dr. Marion worked with department of education staff and educators in the field, the state board of education, advisory panels, and the governor's and legislative offices to design Wyoming's first statewide, standards-based assessment system.

Dr. Marion earned his Ph.D. at the University of Colorado at Boulder under mentorship of Professors Lorrie Shepard and Robert Linn. Dr. Marion started his career as a field biologist prior to earning his Master's of Science in Science and Environmental Education from the University of Maine.

The National Center for the Improvement of Educational Assessment, Inc.

31 Mount Vernon St

Dover, NH 03820

Telephone (603) 516-7900

E-mail smarion@nciea.org

website www.nciea.org

Education

- Ph.D.** May 2004. University of Colorado, Boulder, CO: Research and evaluation methodology. Specialization—Educational Assessment. Dissertation Advisor: Lorrie Shepard. Dissertation title: Psychometric Concerns When Measuring Advanced Knowledge.
- Master of Science.** May 1992. University of Maine, Orono, Maine. Science and Environmental Education. G.P.A. 4.0 Thesis Advisor: Theodore Coladarci. Thesis title: *Gender differences in science course-taking patterns among college undergraduates: Indicators of a hidden curriculum in science education?*
- Maine State Certification.** August 1986. University of Maine, Orono, Maine.
- Bachelor of Science.** May 1979. State University of New York, College of Environmental Science and Forestry, Syracuse, NY. September 1975-May 1979. Majored in zoology and forest biology, graduated cum laude (G.P.A. 3.1).
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Professional History

Wyoming Department of Education. Cheyenne, WY.

Director of Assessment and Accountability. November 1999-January 2003. Responsible for managing the state's K-12 testing program, Wyoming Comprehensive Assessment System, overseeing the state's Uniform Reporting System, and, generally, overseeing all assessment-related activities at the Wyoming Department of Education, including assessment issues related to district accreditation and student graduation requirements. Managed two budgets in excess of three million dollars per year, supervised three staff members, several external consultants, and a testing contractor.

Wyoming Department of Education. Cheyenne, WY.

Assessment Specialist. August 1997-October, 1999. Served as a consultant to the Department to help with the development and implementation of the Wyoming Comprehensive Assessment System. Duties included writing background research reports, planning design team meetings, drafting the assessment system technical reports, and writing and reviewing requests for proposals.

School of Education, University of Colorado at Boulder. Campus Box 249, Boulder, CO.

Research Assistant, August 1993-September 1994; August 1995-May, 1997. I worked as a research associate of a variety of assessment related research projects funded by the Center for Research on Student Standards and Testing (CRESST). Supervisor: Dr. Lorrie Shepard

Evaluation Internship, September 1994 - August 1995. As part of a two-person internship team, I served as a co-principal investigator for an evaluation of the National Science Foundation-funded Mathematicians and Education Reform (MER) Forum. This internship was supported by the American Educational Research Association's Grants Program and NSF. Supervisor: Dr. Ernest House.

College of Education, University of Maine, Orono, ME.

Part-time Faculty Member. 1991-1993. Responsibilities include teaching the following graduate and undergraduate courses: EDS 520--Educational Measurement; ESC 525--Planning the Environmental Curriculum; and EDB 221--Introduction to Educational Psychology.

Center for Research and Evaluation, College of Education. University of Maine, Orono, ME.

Research Associate, September 1988-July 1993. Responsibilities included conducting curriculum and program evaluations for school systems and other agencies, managing the Center's data bases and archives, writing grants and funding proposals, writing research and technical reports, and providing research design and statistical consulting services for University faculty and graduate students.

Selected Publications

Marion, S.F. (2018). The opportunities and challenges of a systems approach to assessment. *Educational Measurement: Issues and Practice*, 37, 1, 45-48.

Marion, S.F., Vander Els, J. & Leather, P. (2017). Reciprocal accountability for transformative change: New Hampshire's performance assessment of competency education (PACE). *VUE: Voices in Urban Education*, 46, 20-25.

Marion, S.F., Lyons, S., & Pace, L. (2017). Evaluating and Continuously Improving an Innovative Assessment and Accountability System. www.innovativeassessments.org.

Gagnon, D.J., Hall, E. & Marion, S.F. (2017). Teacher evaluation and local control in the United States: An investigation into the degree of local control afforded to districts in defining evaluation procedures for teachers in non-tested subjects and grades. *Assessment in Education: Principles, Policy & Practice*, 24, 4, 489-505.

Marion, S.F., Pace, L., Williams, M., & Lyons, S. (2016). Project Narrative: Creating a State Vision to Support the Design and Implementation of An Innovative Assessment and Accountability System. www.innovativeassessments.org

Marion, S.F., Lyons, S., Pace, L., & Williams, M. (2016). A Theory of Action to Guide the Design and Evaluation of States' Innovative Assessment and Accountability System Pilots. www.innovativeassessments.org.

Thompson, J., Lyons, S., Marion, S.F., Pace, L., & Williams, M. (2016). Ensuring and Evaluating Assessment Quality for Innovative Assessment and Accountability Systems. www.innovativeassessments.org.

Lyons, S., Marion, S.F., Pace, L., & Williams, M. (2016). Addressing Accountability Issues including Comparability in the Design and Implementation of an Innovative Assessment and Accountability System. www.innovativeassessments.org.

Jenkins, S., Pace, L., Lyons, S., Marion, S.F. (2016). Establishing a Timeline and Budget for Design and Implementation of an Innovative Assessment System. www.innovativeassessments.org.

Thompson, J., Lyons, S., Marion, S.F., Pace, L. (2016). Supporting Educators and Students Through Implementation of an Innovative Assessment and Accountability System. www.innovativeassessments.org.

Graue, E., Marion, S.F., & Nelson, M. (2016, Spring). Eye on her research: Assessment in a learning culture. *Education Views*, pp 6-8. School of Education, University of Colorado, Boulder.

- Rothman, R. & Marion, S.F. (2016). The next generation of state assessment and accountability. *Kappan*, 97, 8, 34-37.
- Marion, S.F. & Buckley, K. (2016). Design and implementation considerations of performance-based and authentic assessments for use in accountability systems. In Braun, H. (ed). *Meeting the Challenges to Measurement in an Era of Accountability*. New York, NY: Routledge, Taylor & Francis Group.
- Chattergoon, R. & Marion, S.F. (2016). Not as easy as it sounds: Designing a balanced assessment system. *The State Education Standard*, 16, 1, 6-9
- Marion, S.F. (2015). The search for the Holy Grail: Content-referenced score interpretations from large-scale tests. *Measurement: Interdisciplinary Research & Perspectives*, 2, pp. 106-110.
- Domaleski, C., Gong, B., Hess, K., Marion, S., Curl, C., Peltzman, A. (2015). Assessment to support competency-based pathways. Washington, DC: Achieve. www.Achieve.org and www.nciea.org
- Marion, S. (2015, Feb). Two sides of the same coin: Competency based education and Student Learning Objectives. Published by Competency Works. <http://www.competencyworks.org/resources/two-sides-of-the-same-coin-competency-based-education-and-student-learning-objectives/>
- Marion, S., & Leather, P. (2015). Assessment and accountability to support meaningful learning. *Education Policy Analysis Archives*, 23(9). <http://dx.doi.org/10.14507/epaa.v23.1984>
- Diaz-Bilello, E.B., Patelis, T., Marion, S.F., Hall, E., Betebeñner, D. & Gong, B. (2014). Are the Standards for Educational and Psychological Testing Relevant to State and Local Assessment Programs? *Educational Measurement: Issues and Practice*, 33, 4, 16-18
- Marion, S.F., DePascale, C., Domaleski, C., Gong, B., & Diaz-Bilello, E. (2012, May). Considerations for analyzing educators' contributions to student learning in non-tested subjects and grades with a focus on Student Learning Objectives. www.nciea.org.
- Marion, S.F. & Buckley, K. (2011). Approaches and considerations for incorporating student performance results from "Non-Tested" grades and subjects into educator effectiveness determinations. www.nciea.org.
- Buckley, K. & Marion, S.F. (2011). A Survey of Approaches Used to Evaluate Educators in Non-Tested Grades and Subjects. www.nciea.org.
- Marion, S.F. (2010). Constructing a validity argument for alternate assessments based on modified achievement standards. In Perie, M. *Alternate Assessments Based on Modified Achievement Standards*. Baltimore, MD: Brooks Publishing.
- Li, Y., Marion, S.F., Perie, M. & Gong, B. (2010) An approach for evaluating the technical quality of interim assessments. *Peabody Journal of Education*, 85, 2, 163-185
- Perie, M., Marion, S.F., & Gong, B. (2009). Moving towards a comprehensive assessment system: A framework for considering interim assessments. *Educational Measurement: Issues and Practice*, 28, 3, 5-13.
- Marion, S.F. (2009): Some key considerations for test evaluators and developers. In Schafer, W. and Lissitz, R. (eds.) *Alternate assessments based on alternate achievement standards: Policy, practice, and potential* (pp. 357-360).
- Marion, S. F. & Perie, M. (2009). Validity arguments for alternate assessments. In Schafer, W. and Lissitz, R. (eds.) *Alternate assessments based on alternate achievement standards: Policy, practice, and potential* (pp. 115-127). Baltimore, MD: Brooks Publishing.
- Perie, M., Marion, S.F., Gong, B., & Wurtzel, J. (2007). The Role of Interim Assessments in a Comprehensive Assessment System: *A Policy Brief*. www.aspeninst.org and www.nciea.org.

- Marion, S.F. & Gong, B. (2007). Assessing college readiness: A continuation of Kirst. *NCME Newsletter*, 15, 2, 5-7.
- Hill, R.K., Gong, B., Marion, S., DePascale, C., Dunn, J., and Simpson, M. (2006). Using Value Tables to Explicitly Value Growth, Paper presented at the MARCES conference.
- Dunn, J. & Marion, S. F. (2006). NCLB Growth: What are we learning as reauthorization approaches? *NCME Newsletter*, 14, 4, 3-4.
- Marion, S. F. & Pellegrino, J. W. (2006). A validity framework for evaluating the technical quality of alternate assessments. *Educational Measurement: Issues and Practice*, 25, 4, 47-57.
- Dunn, J., Gong, B. & Marion, S. F. (2006). NCLB science assessments: A unique opportunity. *Measurement: Interdisciplinary Research and Perspectives*, 4, 4, 242-246.
- Gong, B. & Marion, S. F. (2006). Dealing with flexibility in assessments for students with significant cognitive disabilities. Minneapolis, MN: University of Minnesota, National Center for Educational Outcomes Synthesis Report No. 60. <http://education.umn.edu/nceo/OnlinePubs/Synthesis60.html>.
- Glenn, W. J., Picus, L.O., Marion, S., & Calvo, N. (2006). School facility quality and student achievement in Wyoming. *School Business Affairs*, 72, 5, 12-16.
- Picus, L. O., Marion, S.F. Calvo, N., Glenn, W. J. (2005). Understanding the relationship between student achievement and the quality of educational facilities: Evidence from Wyoming. *Peabody Journal of Education*, 80, 3, 2005
- Marion, S. F., White, C, Carlson, D., Erpenbach, W. J., Rabinowitz, S., Sheinker, J. (2002) Making valid and reliable decisions in the determination of adequate yearly progress: A Paper in the Series: *Implementing The State Accountability System Requirements Under The No Child Left Behind Act Of 2001*. Washington, D.C.: Council of Chief State Schools Officers.
- Marion, S. F. & Stevens, S. (2001, March). *The Wyoming Assessment Handbook*. Cheyenne, WY: Wyoming Department of Education. <http://www.imeasuredprogress.org/wycas/WhatsNew/AssessmentHandbook.pdf>
- Marion, S. F., Sheinker, A., Hansche, L., & Carlson, D. (1998, January). Wyoming Comprehensive Assessment System Design Report. Report prepared for the Wyoming State Legislature. Cheyenne, WY: Wyoming Department of Education. <http://www.imeasuredprogress.org/wycas/WDEPP/design.htm>
- Shepard, L. A., Smith, M. L., & Marion, S. F. (1998). On the success of failure: A rejoinder to Alexander. *Psychology in the Schools*, 35, 404-406.
- Shepard, L. A., Smith, M. L., & Marion, S. F. (1996). Failed evidence on grade retention. *Psychology in the Schools*, 33, 251-261.
- Borko, H. Mayfield, V. Marion, S. F., Flexer, R., & Cumbo, K. (1997) Teachers' developing ideas and practices about mathematics performance assessment: Successes, stumbling blocks, and implications for professional development. *Teacher and Teacher Education*, 13, 259-278.
- Eisenhart, M., Finkel, E., & Marion, S. F. (1996). Creating the conditions for scientific literacy: A re-examination. *American Educational Research Journal*, 33, 261-296.
- Shepard, L. A. Flexer, R. J., Hiebert, E. H., Marion, S. F., Mayfield, V., & Weston, T. J. (1996). Effects of introducing classroom performance assessments on student learning. *Educational Measurement: Issues and Practice*, 15, 3, 7-18.
- Shepard, L. A., Smith, M. L., & Marion, S. F. (1996). Failed evidence on grade retention. *Psychology in the Schools*, 33, 3.

Maddaus, J. & Marion, S. F. (1995). Do standardized test scores influence parental choice of high school? *Journal of Research in Rural Education*, 11, 2, 75-83.

National Research Council/National Academy of Science Publications

(Participated as an active committee member and report contributor to the following NRC reports.)

National Research Council. (2014). *Developing Assessments for the Next Generation Science Standards*. Committee on Developing Assessments of Science Proficiency in K-12. Board on Testing and Assessment and Board on Science Education, James W. Pellegrino, Mark R. Wilson, Judith A. Koenig, and Alexandra S. Beatty, *Editors*. Division of Behavioral and Social Sciences and Education. Washington, DC: The National Academies Press.

Braun, H., Chudowsky, N., & Koenig, J. A. (2010). *Getting value out of value-added: Report of a workshop*. Washington, DC: National Academies Press.

National Research Council. (2010). *State assessment systems: Exploring best practices and innovations: Summary of two workshops*. Alexandra Beatty, Rapporteur; Committee on Best Practices for State Assessment Systems. National Research Council. Board on Testing and Assessment. Division of Behavioral and Social Sciences and Education. Washington, DC: The National Academies Press.

Technical Reports, Studies, Conference Papers and Presentations

Numerous technical reports of evaluation studies produced for such organizations as the National Science Foundation and various state agencies. More than 60 presentations at various national conferences including almost yearly presentations at the American Educational Research Association (AERA)/National Council of Measurement in Education (NCME) annual meetings since 1990 and CCSSO's Large Scale Assessment Conference since 1998.

Honors, Awards, Scholarships and Fellowships

The Spencer Foundation. Spencer Dissertation Fellowship for Research Related to Education. 1998-1999.

The Spencer Foundation & American Educational Research Association. Travel Fellowship Award. 1996-1997.

American Educational Research Association & National Science Foundation. Evaluation Internship Award. 1994-1995.

American Educational Research Association, National Science Foundation, & National Center for Educational Statistics. Selected to participate in the AERA Statistics Institute. April 8-10, 1994.

University of Colorado. University Fellowship awarded by the Graduate School to fund the first year of Ph.D. studies. 1993-1994.

New York State Regents Scholarship. 1975-1979.

National Honor Society. 1974-1975.

Service

Rye School Board, Rye, NH. 2013-present; Board Chair, 2015-present.

Southeast New Hampshire Land Trust—Board member, 2012-present.

National Research Council Committee Member for the following:

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-
-
- ▶ Developing Assessments of Science Proficiency in K-12. Board on Testing and Assessment and Board on Science Education (2013-2014)
 - ▶ Best Practices for State Assessment Systems (2013-2014)
 - ▶ Value-Added Model in Education (2009-2010)

AERA, Division D, Robert L. Linn Distinguished Lecture Award. Committee Member. 2009-2012

United States Department of Education. National Technical Advisory Committee Member. 2008-2010

The Keystone Center Board of Trustees 2006-2009

Committee Member: AERA Book Award. 2006-2009

SUSAN LYONS
Curriculum Vitae

EDUCATION

- University of Kansas, Lawrence, KS
Ph.D. Educational Psychology & Research May 2015
Track: Research, Evaluation, Measurement & Statistics
Dissertation: *Effect of summer learning loss on aggregate estimates of student growth*
- M.S.Ed. Educational Psychology & Research June 2013
- Boston University, Boston, MA
B.A. Mathematics & Math Education, *Cum Laude* May 2010

HONORS & APPOINTMENTS

- Transforming Education National Technical Advisory Board 2016-Present
KU School of Education Merit Scholarship 2013-2015
Mary Oyster O'Guin Memorial Scholarship 2013-2015
Kingsbury Center Data Award 2014
KU Graduate Studies Summer Research Fellowship 2014

PROFESSIONAL EXPERIENCE

- Center for Assessment, Dover, NH 2014 – Present
Associate
Provide technical expertise and support related to the design and implementation of assessment and accountability systems. Notable projects include the New Hampshire Performance Assessment for Competency Education (PACE) project where I lead much of the design and analysis to support the technical quality of the innovative assessment system—including working with educators to build performance assessment capacity. Additionally, I am working to support states as they transition their assessment and accountability systems under the Every Student Succeeds Act through work with the Georgia Educator Effectiveness and Accountability Technical Advisory Committee, the New Hampshire Accountability Task Force, and partnerships with organizations such as the Hewlett Foundation, Council for Chief State School Officers, and Knowledge Works.
- Boston College, Chestnut Hill, MA 2015 – 2017
Part-time Faculty
Design and taught graduate-level statistics courses for beginning through advanced doctoral students in the Lynch School of Education. Statistical theory is emphasized along with computer software applications. Served as the supervisor for graduate teaching assistants.
- Center for Research on Learning, Lawrence, KS 2012 – 2014
Graduate Research Assistant
Position funded by IES award entitled: *An Adaptive Testing System for Diagnosing Sources of Mathematics Difficulties*. Under the supervision of Drs. John Poggio and Susan Embretson, I worked with a team at Georgia Institute of Technology to carry out key functions associated with the grant.

Center for Educational Testing and Evaluation, Lawrence, KS

2011 – 2012

Graduate Research Assistant

Member of the team responsible for development, quality assurance, alignment, and timely release of all Kansas summative state assessments, including alternate and accommodated forms.

Colegio Menor, Cumbaya, Ecuador

2010 – 2011

Seventh Grade Math Teacher

Taught four classes with a total of 79 seventh graders. Engaged with students in project-based learning. Maintained open and effective communication with Spanish-speaking parents about student learning and progress.

PUBLICATIONS

Buckley, K., & Lyons, S. (*in development*). Teacher and leader perceptions of student learning objectives.

Dadey, N., Lyons, S., & DePascale, C. (2018). Score comparability across computerized assessment delivery devices. *Applied Measurement in Education*, 31(1), 30-50.

Lyons, S., & Evans, C. (2017). Evaluating comparability in the scoring of performance assessments for accountability purposes. *Voices in Urban Education*, 46.

Lyons, S., & Qiu, Y. (2017). Voices from the field: Performance assessments in state accountability as discussed at CCSSO's National Conference on Student Assessment. *Voices in Urban Education*.

Evans, C., & Lyons, S. (2017). Comparability in innovative assessment systems for state accountability. *Educational Measurement: Issues and Practice*, 36(3), 24-34.

Lyons, S., & Dadey, N. (2017). *Considering English language proficiency within systems of accountability under the Every Student Succeeds Act*. National Center for the Improvement of Educational Assessment: Dover, NH.

Marion, S., & Lyons, S. (2016). *In Search of Unicorns: Conceptualizing and validating the "Fifth Indicator" in ESSA accountability systems*. National Center for the Improvement of Educational Assessment: Dover, NH.

Lyons, S. & Marion, S. F. (2016). *Comparability options for states applying for the Innovative Assessment and Accountability Demonstration Authority: Comments submitted to the United States Department of Education regarding proposed ESSA regulations*. National Center for the Improvement of Educational Assessment: Dover, NH.

Marion, S. M., Lyons, S., D'Brot, J. (2016). *Developing a theory of action to support high quality accountability system design*. National Center for the Improvement of Educational Assessment: Dover, NH.

Lyons, S., Marion, S.F., Pace, L., & Williams, M. (2016). *Addressing accountability issues including comparability in the design and implementation of an innovative assessment and accountability system*. www.innovativeassessments.org

Thompson, J., Lyons, S., Marion, S. F., & Pace, L. (2016). *Supporting educators and students through implementation of an innovative assessment and accountability system*. www.innovativeassessments.org

Thompson, J., Lyons, S., Marion, S.F., Pace, L., & Williams, M. (2016). *Ensuring and evaluating assessment quality for innovative assessment and accountability systems*. www.innovativeassessments.org

Marion, S.F., Pace, L., Williams, M., & Lyons, S. (2016). *Project narrative: Creating a state vision to support the design and implementation of an innovative assessment and accountability system*. www.innovativeassessments.org

- Lyons, S., & Hall, E. (2016). *The role of the Standards for Educational and Psychological Testing in establishing a methodology to support the evaluation of assessment quality*. National Center for the Improvement of Educational Assessment: Dover, NH.
- Hall, E. & Lyons, S. (2016). *A guide to evaluating college- and career-ready assessments: Focus on test characteristics – Evaluation methodology*. National Center for the Improvement of Educational Assessment: Dover, NH.
- Hall, E. & Lyons, S. (2016). *A guide to evaluating college- and career-ready assessments: Focus on test characteristics – Criteria evaluation framework*. National Center for the Improvement of Educational Assessment: Dover, NH.
- Whetstone, P., Gillmor, S., & Schuster, J. (2015). Effects of a metacognitive social skills intervention in a rural setting with at-risk adolescents. *Rural Special Education Quarterly*, 34(2).
- Gillmor, S., Poggio, J., & Embretson, S. (2015). Effects of reducing cognitive load of mathematics test items on student performance. *Numeracy*, 8(1), 4.
- Gillmor, S., & Rabinowicz, S. (2013). Understanding geometry and measurement through service-learning. *Mathematics Teaching in the Middle School*, 19(1), 55-58.
- Seider, S., Rabinowicz, S., & Gillmor, S. (2012). Differential outcomes for American college students engaged in community service learning involving youth and adults. *Journal of Experiential Education*, 35(3), 447-463.
- Seider, S., Gillmor, S., & Rabinowicz, S. (2012). The impact of community service learning upon the expected political voice of participating college students. *Journal of Adolescent Research*, 27(1), 44-77.
- Seider, S., Rabinowicz, S., & Gillmor, S. (2011). The impact of philosophy and theology service-learning experiences upon the public service motivation of participating college students. *Journal of Higher Education*, 82(5), 597-628.
- Seider, S., Gillmor, S., & Rabinowicz, S. (2011). The impact of community service learning upon the worldviews of business majors vs. non-business majors at an American university. *Journal of Business Ethics*, 98(3), 458-504.
- Seider, S., Gillmor, S., & Rabinowicz, S. (2010). Complicating college students' conception of the American Dream through community service learning. *Michigan Journal of Community Service Learning*, 17(1), 5-19.
- Seider, S., Rabinowicz, S., & Gillmor, S. (2010). Community service learning and conceptions of poverty among American college students. *Analyses of Social Issues & Public Policy*, 10 (1) 215-236.
- Seider, S., Gillmor, S., Leavitt, J., & Rabinowicz, S. (2009). Puzzling over community service and reflection. *Journal of College & Character*, 10 (7), 1-8.

INVITED PRESENTATIONS

- D'Brot, J., & Lyons, S. (2017, May). *Identification and exit criteria for CSI and TSI schools*. Presentation as part of CCSSO's Learning from Our Peers: Webinar Mini-Series.
- Lyons, S., & Buckley, K. (2017, April). *Re-imagining school accountability under ESSA: Opportunities and challenges for evaluating school quality and student success*. Pre-conference professional development and training course, hosted by AERA Division H, provided at the annual conference of the American Educational Research Association, San Antonio, TX.
- Pompa, D., & Lyons, S. (2017, March). *Strategic opportunities for including English learners in ESSA state accountability plans*. Webinar hosted by the National Center on Immigrant Integration Policy of the Migration Policy Institute.

Lyons, S. (2017, February). *Incorporating English language proficiency into systems of accountability.*

Paper presented at the Convening on Accountability and English Learners hosted by the Latino Policy Forum, Chicago, IL.

Lyons, S., & Patelis, T. (2016, October). *Keeping a watchful eye on new assessment models.* Presentation at the High Quality Assessment Project meeting on Improving Partnerships to Support High Quality Assessments, New Orleans, LA.

Lyons, S. (2016, October). *Developing a theory of action for an innovative assessment system.* Presentation at the Innovative Assessment Convening hosted by Remake Learning, Pittsburg, PA.

Marion, S., & Lyons, S. (2016, July). *Comparability by design in the innovative assessment and accountability pilot.* Paper presented at CCSSO's Innovative Assessment and Accountability Technical Assistance Meeting, Denver, CO.

Lyons, S., & Anderson, J. (2016, June). *Flexibility and comparability within a system.* Workshop presented at CCSSO's ESSA Accountability Systems Technical Assistance Meeting, Tempe, AZ.

Marion, S., & Lyons, S. (2016, May). *What's in an item?* Presentation for the Education Writers Association National Seminar, Boston, MA.

CONFERENCE PRESENTATIONS

Lyons, S. (2017, June). *Formative evaluation of New Hampshire's Performance Assessment of Competency Education (PACE).* Paper presented as part of a symposium at CCSSO's National Conference on Student Assessment, Austin, TX.

Lyons, S., & Marion, S. (2017, June). *Comparability options for states applying for the Innovative Assessment and Accountability Demonstration Authority.* Symposium presented at CCSSO's National Conference on Student Assessment, Austin, TX.

Lyons, S. (2017, April). *Considerations for maintaining equity within an Innovative Assessment and Accountability Demonstration Authority.* Paper presented as part of a symposium entitled "Flexible K-12 Assessments Afforded by ESSA: Psychometric Possibilities and Case Studies" at the annual meeting of the National Council on Measurement in Education, San Antonio, TX.

Lyons, S. (2017, April). *Teacher and leader perceptions of student learning objectives: A case study of implementation in one state.* Paper presented as part of a symposium entitled "Student Learning Objectives and the Challenge of Campbell's Law" at the annual meeting of the National Council on Measurement in Education, San Antonio, TX.

Lyons, S., & Evans, C. (2017, April). *Application of generalizability theory to classroom assessments in a school accountability context.* Paper presented at the annual meeting of the National Council on Measurement in Education, San Antonio, TX.

Lyons, S., & Hall, E. (2016, September). *Evaluating assessment quality: Transitioning from summative to interim.* Presentation at the 18th Annual Reidy Interactive Lecture Series, Portsmouth, NH.

Marion, S., Lyons, S., & Thompson, J. (2016, June). *First in the nation: New Hampshire's leading edge assessment and school accountability pilot.* Symposium presented at CCSSO's National Conference on Student Assessment, Philadelphia, PA.

Thompson, J., Simaska, D., & Lyons, S. (2016, June). *Text Dependent Analysis: Building teacher capacity to instruct for a new item type.* Symposium presented at CCSSO's National Conference on Student Assessment, Philadelphia, PA.

Lyons, S. (2016, April). *Investigating the technical quality of reported scores.* Paper presented as part of symposium entitled "Beyond the Bubble Test: A Progress Report on Year One of New Hampshire's Performance Assessment of Competency Education Pilot Accountability Project" at the annual meeting of the New England Educational Research Organization, Portsmouth, NH.

- Lyons, S., Hall, E., & Patelis, T. (2016, April). *Using the standards to support assessment quality evaluation*. Paper presented at the annual meeting of the National Council on Measurement in Education, Washington, D.C.
- Evans, C., & Lyons, S. (2016, April). Comparability in balanced assessment systems for state accountability. Paper presented as part of symposium entitled "Advances in Balanced Assessment Systems: Conceptual framework, informational analysis, application to accountability" at the annual meeting of the National Council on Measurement in Education, Washington, D.C.
- Buckley, K., & Lyons, S. (2016, April). *Teacher and leader perceptions of and engagement with student learning objectives in one state*. Paper presented at the annual conference of the American Educational Research Association, Washington, D.C.
- Lyons, S., & Buckley, K. (2015, October). *Perceptions of student learning objectives: Lessons learned from data meeting observations*. Paper presented at the annual conference of the Northeastern Educational Research Association, Trumbull, CT.
- Evans, C., & Lyons, S. (2015, September). *Quality control across political boundaries*. Presentation at the 17th Annual Reidy Interactive Lecture Series, Boston, MA.
- Patelis, T., Gong, B., Hall, E., & Gillmor, S. (2015, June). *Evaluating the quality of assessments*. Symposium presented at CCSSO's National Conference on Student Assessment, San Diego, CA.
- Gillmor, S., Betebenner, D., & Marion, S. (2015, April). *The effect of summer learning loss on annual estimates of student growth for teacher evaluation*. Paper presented at the annual meeting of the New England Educational Research Organization, Portsmouth, NH.
- Hall, E., Gillmor, S., Gong, B., Hess, K., Marion, S., & Patelis, T. (2015, April). *Assessment quality related to college and career readiness assessments*. Paper presented at the annual meeting of the National Council on Measurement in Education, Chicago, IL.
- Poggio, J., Gillmor, S., Sipahi, R., & Jiang, Z. (2015, April). *An error analysis examining international assessments and resulting country equivalence*. Paper presented at the annual meeting of the National Council on Measurement in Education, Chicago, IL.
- Gillmor, S., & Skorupski, W. (2014, April). *Comparing the estimates of teacher effects using VAMs and SGPs*. Paper presented at the Cognition and Assessment Special Interest Group Business Meeting, Philadelphia, PA.
- Gillmor, S., Poggio, J., & Embretson, S. (2014, April). *Effects of reducing the cognitive load of mathematics items on student performance*. Paper presented at the annual conference of the American Educational Research Association, Philadelphia, PA.
- Gillmor, S., Poggio, J., Longabach, T., & Papanastasiou, E. (2014, April). *A new threat to validity: An examination of cultural discrepancies in omission rates on international assessments*. Paper presented at the annual conference of the American Educational Research Association, Philadelphia, PA.
- McJunkin, L., Poggio, J., & Gillmor, S. (2014, April) *Construct validity and fairness of technology-enhanced items for visually-impaired students*. Paper presented at the annual meeting of the National Council on Measurement in Education, Philadelphia, PA.
- Gillmor, S., & Carter, K. (2013, October). *Improving the usability of the concerns-based adoption model: Validation of a revised diagnostic tool for measuring levels of use*. Paper presented at the annual conference of the American Evaluation Association, Washington, DC.
- Poggio, J., Gillmor, S., & Poggio, A. (2013, April). *A formative assessment tutorial model in mathematics*. Paper presented at the annual meeting of the National Council for Measurement in Education, San Francisco, CA.

Rabinowicz, S., & Gillmor, S. (2013, March). *Understanding geometry and measurement through service-learning*. Paper presented at the annual National Service-Learning Conference, Denver, CO.

Carter, K., & Gillmor, S. (2013, March). *The influence of achievement on specific reading indicators on achievement in overall math and specific math indicators*. Poster presented at the University of Kansas' Annual Capitol Graduate Research Summit, Lawrence, KS.

Whetstone, P., Gillmor, S. & Schuster, J. (2013, February). *Social skills change student behavior*. Paper presented at the annual conference for the Learning Disabilities Association of America, San Antonio, TX.

Seider, S., Gillmor, S., & Rabinowicz, S. (2010, June). *Differential outcomes for American college students engaged in community service learning involving youth and adults*. Paper presented at The Future of Community Engagement in Higher Education conference, Boston, MA.

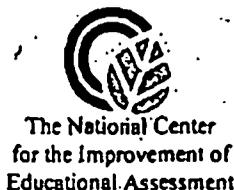
PROFESSIONAL AFFILIATIONS

American Educational Research Association—*Division D: Measurement and Research Methodology*

National Council for Measurement in Education

New England Educational Research Organization

Northeastern Educational Research Association



Vita
CHARLES A. DePASCALE

Senior Associate

The Center for Assessment

Charles A. DePascale is a Senior Associate at the non-profit The National Center for the Improvement of Educational Assessment, Inc. The mission of the Center is to help states and districts foster higher student achievement through improved practices in educational assessment and accountability.

Since joining the Center in 2002, Charlie has provided technical guidance and support in the design and use of assessment systems that support student, educator and school accountability systems through direct work with individual states and through participation in multi-state research projects, conference presentations, workshops, and publication of papers. He works with clients to uncover problems and solutions in complex assessment environments, promoting the understanding of the appropriate use and interpretation of assessment and assessment results to support educational policy. A career-long pursuit continues to be fostering understanding of the role of large-scale assessment within a comprehensive assessment system and the role of comprehensive assessment systems within PK-12 education systems.

As a Senior Associate, Charlie supported Maine, New Hampshire, Rhode Island, and Vermont in the design, implementation, and ongoing operations of the New England Common Assessment Program (NECAP) from 2003 through 2014. From 2005 – 2010, he supported Achieve, Pearson, and member states in the design and operations of the ADP Assessment Consortium, which at the time was the largest multi-state assessment effort to date, to create common end-of-course exams in Algebra I and Algebra 2.

He has also worked extensively and closely with the Rhode Island Department of Education since 2004 on their assessment and accountability initiatives; and has served as a member of the Massachusetts Technical Advisory Committee since 2002. Recently, he has been involved in several projects related to the comparability of assessment results for CCSSO, the Louisiana Department of Education, and Parcc Inc.

Charlie is an active participant in the New England Educational Research Organization (NEERO), where he has been a member of the Board of Directors since 1997 and served as President from 2000 to 2002. He also joined the Northeastern Educational Research Association (NERA) Board of Directors in 2011 and was elected President for 2015-2016.

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www.nciea.org E-mail cdepascale@nciea.org

Education

PhD., 1990. Educational Psychology: Measurement and Evaluation, University of Minnesota, Minneapolis, Minnesota

M.Ed., 1983. Educational Research, Northeastern University, Boston, Massachusetts

B.A., 1981. Music, Harvard College, Cambridge, Massachusetts

Professional History

Boston College, Chestnut Hill, MA

Part-time Faculty, 2008 - 2012. Teaching an advanced psychometrics seminar covering IRT and applied topics in educational measurement, assessment, and psychometrics to doctoral students through the Educational Research, Measurement, and Evaluation (ERME) program in the Lynch School of Education at Boston College.

Massachusetts Department of Education, Malden, MA.

Principal Psychometrician. July 1999 - October 2002. Served as principal psychometrician and member of the management team for the Massachusetts Comprehensive Assessment System. Responsibilities included management of the administration, analysis, and reporting for the state's MCAS tests including oversight of technical components such as scaling, standard setting, and equating. Responsibilities also included participation in the overall management of the state's assessment program including the design and implementation of the state's standards-based graduation requirement.

Data Analysis & Testing Associates, Inc. Concord, MA.

President. July 1995 - December 2005. Provided consulting services in the areas of data analysis, evaluation, and educational assessment to school districts, state education agencies, testing contractors, and corporations. Major projects included assisting school districts in the design, development, and implementation of local assessment systems and in the interpretation and use of state assessment results. Projects also included survey design and administration and program evaluation. Responsibilities included corporate management and the supervision of a staff of 3-5 consultants.

Advanced Systems in Measurement and Evaluation, Inc. Dover, NH.

Supervisor. October 1989 – June 1995. Served as supervisor of the Data Analysis (1990-1995) and Scoring (1994-1995) departments and member of the board of directors at Advanced Systems (now Measured Progress). Responsibilities as supervisor of data analysis included working with client states in the design and production of assessment reporting systems; analysis of assessment results including standard setting, scaling and equating; and the production of technical reports. In this position, participated in the development of alternative standard setting procedures (e.g., Body of Work Method) for large-scale assessments based primarily on constructed-response items. Responsibilities as supervisor of scoring included management of the staff of full-time and temporary scorers; scheduling and oversight of scoring activities; and the development and implementation of scoring quality control procedures.

Selected Publications and Presentations

- DePascale, C.A. (2017). I've a feeling we're not in Kansas anymore: Expanding large-scale psychometrician's perspectives on assessment. Panel discussion at the NCME special conference on classroom assessment. Lawrence, KS.
- DePascale, C.A., Sharp, A, Ryan, K, & Betebenner, D. (2017). *Building a conceptual framework for assessment literacy*. Paper presented at the annual meeting of the National Council on Measurement in Education. San Antonio, TX.
- DePascale, C.A. (2016). *Living in a post-Validity World: Cleaning up our Messick*. Presidential Address to the 47th annual conference of the Northeast Educational Research Association. Trumbull, CT.
- DePascale, C.A., Dadey, N, & Lyons, S. (2016). *Score Comparability across Computerized Assessment Delivery Devices*. Washington, DC: Council of Chief State School Officers.
- Lane, S. & DePascale, C. (2016). Psychometric Considerations for Performance-Based Assessments and Student Learning Objectives. In Braun, H (ed.) *Meeting the Challenges to Measurement in an Era of Accountability*. New York: Routledge.
- DePascale, C & Betebenner, D. (2015). *Utility vis-à-vis Validity*. Presented at the International Association for Educational Assessment conference. Lawrence, KS.
- DePascale, C.A. (2015). *The evolution of the Rhode Island Diploma System graduation requirements: 2004 – 2014*. Paper presented at the annual meeting of the New England Educational Research Organization. Portsmouth, NH.

DePascale, C.A. (2015). *Psychometrician, Do No Harm*. Invited symposium presentation at the National Council on Measurement in Education conference. Chicago, IL.

Center for Assessment (2015). *Educating students for success. A comparison of the MCAS and PARCC assessments as indicators of college- and career-readiness*. Massachusetts Business Alliance for Education. Boston, MA. (lead author)

DePascale, C.A. (2014). *Evaluating the Use of IRT Procedures to Produce A Scale When There is A Gap Between Items and Students*. Presented at the 2014 New England Educational Research Organization Annual Meeting. Mt. Snow, Vermont.

Gong, B & DePascale, C.A. (2013). Different But the Same: Assessment "comparability" in the era of the Common Core State Standards. Prepared for the Council of Chief State School Officers, Washington, D.C.

DePascale, C.A. (2013). Student Assessment Within the SLO Process: Developing, Implementing, and Evaluating an Assessment Plan. Invited presentation at the REL-NCC Bridge Event: SLO – Implementation and Measurement. Framingham, MA.

DePascale, C.A. (2012). Transitioning English Language Learners in Massachusetts: An Exploratory Data Review. Malden, MA: Massachusetts Department of Education.

DePascale, C.A. (2012). Managing multiple measures: Now that we have multiple measures, are we prepared to use them? *Principal*, 91 (5), 6-10, May/June 2012.

DePascale, C.A. (2011). *Multiple measures, multiple meanings: Measurement challenges associated with varied uses of multiple measures to enhance validity and reliability*. Presented at the 2011 Reidy Interactive Lecture Series, Boston, MA.

DePascale, C.A. (2011). Salvaging Race to the Top Assessment. *Education Week*, 30 (37), 32,25.

DePascale, C.A. (2011). Vermont Alternate Assessment Program Standard Setting Report. Technical Report prepared for the Vermont Department of Education. February 2011.

DePascale, C. A. (2010). Modified tests for modified achievement standards: Examining the comparability of scores to the general test. In Winter, P. (ed.) *Evaluating the comparability of scores from achievement test variations*. Washington, D.C.: Council of Chief State School Officers.

DePascale, C. A. (2010) Evaluating linguistic modifications: An examination of the comparability of a plain English mathematics assessment. In Winter, P. (ed.) *Evaluating the comparability of scores from achievement test variations*. Washington, DC: Council of Chief State School Officers.

- DePascale, C. A. (2010). *A perspective on key contemporary issues of standards, assessment, and accountability*. Invited address to the Governing Board of the Regional Educational Laboratory – Northeast & Islands, Boston, MA.
- DePascale, C. A. (2009). *Formative Reform: Purposeful planning for the next generation of assessment and accountability systems*. Prepared for the 2009 Reidy Interactive Lecture Series, Portsmouth, NH.
- Wiener, D. & DePascale, C.A. (2009). Alternate Assessment in Massachusetts: Approaches and Validity. In Schafer, W.D. & Lissitz, R. W. (eds.) *Alternate assessments based on alternate achievement standards: Policy, practice, and potential*. Baltimore, MD: Brookes Publishing.
- DePascale, C.A. (2009). *Establishing a state consortium for assessment: A discussion of factors to consider*. Center for Assessment Technical Paper.
- DePascale, C.A. (2009) *The New England Common Assessment Program: Notes on the collaboration among four New England states*. Center for Assessment Technical Paper.
- DePascale, C. A. (2007). Transitioning between testing contractors. In Wild, C.L. & Ramaswamy, R. (Eds.) *Improving testing: Applying process tools and techniques to assure quality*. New York: Lawrence Erlbaum Associates.
- DePascale, C.A. (2007). *Formative assessment tools: The search for Betty Crocker*. Presented at the National Conference on Large-Scale Assessment, Council of Chief State School Officers, Nashville, TN.
- DePascale, C.A. & Dunn, J.L. (2007). *Measurement Problems Revisited*. Presented at the 2007 Contemporary Issues in High Stakes Testing Conference, Lincoln, NE.
- DePascale, C.A. (2006). *Consistency and Reliability*. Presented at the Inclusive Assessment Seminars, National Alternate Assessment Center, Denver, CO; Alexandria, VA.
- DePascale, C.A. (2006). *Standard setting for K-12 large-scale assessments: A long and winding road*. Presented at the National Conference on Large-Scale Assessment, Council of Chief State School Officers, San Francisco, CA.
- DePascale, C.A. (2006). *Measuring growth with the MCAS tests: A consideration of vertical scales and standards*. Technical report prepared for the Massachusetts Department of Education.
- Hill, R.K, Marion, S, DePascale, C., Dunn, J., & Simpson, M. (2006). Using value tables to explicitly value student growth. In Lissitz, R. W. (Ed.) *Longitudinal and value added models of student performance*. Maple Grove, Minnesota: JAM Press
- DePascale, C. (2004). *Setting Standards Across Grades 3 through 8: It is more than choosing the right method*. presented at the National Conference on Large-Scale Assessment, Council of Chief State School Officers, Boston, MA.

Hill, R.K. & DePascale, C. (2003). Reliability of No Child Left Behind Accountability Designs. *Educational Measurement: Issues and Practices*, 22(3) 12-20, CA.

DePascale, C. (July 2003). Large-scale testing in a comprehensive assessment system. *ATP Journal*.

DePascale, C. (2002). *A Conceptual Framework for Quality Control of the Scoring and Reporting of Large-Scale Assessments*. presented at the National Conference on Large-Scale Assessment, Council of Chief State School Officers, Palm Desert, CA.

DePascale, C. (1997). *Politics, Measurement, and High-stakes Assessment*. paper presented at the annual meeting of the New England Educational Research Organization, Portsmouth, NH.

DePascale, C. (1995). Statewide Student Assessment in New Hampshire: A description of the program and a discussion of factors affecting performance. Expert witness report prepared for the Claremont School District et al. v. Stephen E. Merrill, Governor, et al.

Kahl, S.R., DePascale, C., & Crockett, T.J. (1994). *Using Actual Student Work to Determine Cut Scores for Proficiency Levels: New methods for new tests*. Paper presented at the National Conference on Large Scale Assessment, Council of Chief State School Officers, Albuquerque, NM.

DePascale, C. and Rosi, M. R. (1993). *An Alternative Method for Defining Proficiency Levels: Results from the 1992 Massachusetts Educational Assessment Program*. Paper presented at the annual meeting of the American Educational Research Association, Atlanta, GA.

Stecklein, J.E. and DePascale, C. (1986). Comparative Factor Patterns of College Faculty Characteristics. Paper presented at the 26th annual forum of the Association for Institutional Research, Orlando, FL.

Professional Affiliations

New England Educational Research Organization (NEERO).

Board of Directors 1997 – present

President 2000 – 2002

Northeastern Educational Research Association (NERA).

President 2016

Board of Directors 2011 – 2014

Northeast SAS Users Group (NESUG) 1991-2013

Section Chair

National Council on Measurement in Education (NCME)

Program Co-chair 2018



The National Center
for the Improvement of
Educational Assessment

Vita
DAMIAN BETEBENNER
Senior Associate
The Center for Assessment

Professional Experience

Senior Associate. 2007-present. The National Center for the Improvement of Educational Assessment, Inc. Work with states on development and implementation of growth models and incorporation of those models into accountability systems. Architect of Student Growth Percentile (SGP, Colorado Growth Model) methodology. Develop reporting systems for results to facilitate proper use and interpretation of results. Member measurement TACs in Idaho, Michigan and West Virginia.

Assistant Professor. 2004 - 2007. Lynch School of Education, Department of Educational Research, Measurement and Evaluation, Boston College: Conduct research in issues related to applied statistics and policy, supervise graduate students, and teach various courses in the department.

Research Associate. 2001- 2004. Center for Research on Evaluation, Standards, and Student Testing) CRESST and (Education in the Public Interest Center) EPIC: Conducted multilevel "value added" analyses of student growth and examined the ACT assessment and its use as part of the Colorado Student Assessment Program (CSAP).

Intern. Summer 1999: ACT Inc., Iowa City, Iowa: Did research with ACT statistician Matthew Schultz on hierarchical logistic regression.

Teaching Assistant. 1998- present. intermediate statistics, School of Education, University of Colorado, Boulder: Taught intermediate statistics course including choosing text and redesigning class format.

Research Assistant. 1996 - 1997 School of Education, University of Colorado, Boulder: Conducted generalizability and trend analyses on data from state administered assessments.

Teaching Assistant. 1989 - 1995. Department of Mathematics, University of Wyoming: Taught courses in college algebra, trigonometry, calculus, and linear algebra.

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Honors & Awards

2010

- National Council of Measurement in Education, Annual Award for Outstanding Dissemination of Educational Measurement Concepts to the Public. In recognition of work disseminating The Colorado Growth Model

2009

- Adobe MAX Award Finalist for *The Colorado Growth Model: Changing Conversation about Education through Data Visualization.*
-

Education

Ph.D. 2001. University of Colorado, Boulder concentration in Education.

Ph.D. 1995. University of Wyoming concentration in mathematics.

M.S. 1993. University of Wyoming concentration in mathematics.

B.A. 1988. University of Wyoming concentration in mathematics.

Selected Presentations and Publications

2017

- NCME Training Session: A Framework and Platform for the Development of Assessment Literacy

2016

- CCSSO Presentations on Assessment Literacy, Using growth to identify Gifted and Talented Students, and the next generation of growth models.

2015

- Shang, Y., VanIwaarden, A., & Betebenner, D. W. (2015). *Covariate measurement error correction for Student Growth Percentiles using the SIMEX method.* Educational Measurement: Issues and Practice, 34(1):4-14.
- NCME Training Session: Leveraging Open Source Software & Tools for Statistics/Measurement Research, Chicago, IL

2014

- CCSSO/NCIEA Invited Colloquium: Growth During Transition with SBAC.
- CCSSO Growth During Transition symposium. New Orleans, LA

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- NCME Training Session: Software Development meets Measurement, Philadelphia, PA
- 2013
- CCSSO/NCIEA Invited Colloquium: Growth During Transition with PARCC.
 - NCME Training Session: SGP. 2013 NCME Annual Conference, San Francisco, CA
- 2012
- NCME Training Session: SGP. 2012 NCME Annual Conference, Vancouver, Canada
- 2011
- NCME Training Session: SGP. 2011 NCME Annual Conference, Denver, CO.
- 2010
- Betebenner D. W. & Linn, R. L., *Growth in Student Achievement: Issues of Measurement, Longitudinal Data Analysis and Accountability*. National Conference on Next Generation K-12 Assessment Systems, March 8-9, Washington D.C.
<http://www.k12center.org/rsc/pdf/BetebennerandLinnPresenterSession1.pdf>
 - Exploring Student Growth Using Large Scale Assessments: Changing Conversations about Education. Student Growth Models & Value-Added Assessments, CNA-REL Appalachia, Alexandria, VA, April 8, 2010
 - NCME Training Session: Data Visualization using R. 2010 NCME Annual Conference, Denver, CO.
- 2009
- NCME Training Session on the calculation of Student Growth Percentiles. 2009 NCME Annual Conference, San Diego, CA.
 - Betebenner, D. W. (2009) Growth, standards, and accountability. (Paper presented at the 2009 NCME Annual Conference, San Diego, CA. Available online at <http://www.nciea.org/publications>)
 - Betebenner, D. W. (2009) Norm- and Criterion-referenced student growth. *Educational Measurement: Issues and Practice* 28(4), 42-51.
 - Betebenner D. W. & Linn, R. L., *Growth in Student Achievement: Issues of Measurement, Longitudinal Data Analysis and Accountability*. Paper presented at the Exploratory Seminar on Next Generation K-12 Assessment Systems. Educational Testing Service, Princeton, NJ, December 7 2009.
- 2008
- Betebenner, D. W. (2008). Toward a normative understanding of student growth. In K. E. Ryan & L. A. Shepard (Eds.), *The future of test-based educational accountability* (pp. 155–170). New York: Taylor & Francis.
 - Betebenner, D. W. (2008, April). Norm- and criterion-referenced student growth. (Paper presented at the 2008 NCME Annual Conference, New York, NY. Available online at http://www.nciea.org/publications/normative_criterion_growth_DB08.pdf)

- The Impact of Performance Level Misclassification on the Accuracy and Precision of Percent at Performance Level Measures. *Journal of Education Measurement*, June 2008
- 2007
- Reference Growth Charts for Educational Outcomes. AERA Annual Meeting, Chicago, IL, April 2007.
 - Using Student Progress to Assess Performance Level Alignment Across Grades. AERA Annual Meeting, Chicago, IL, April 2007.
 - The Impact of Performance Level Misclassification on Percent at Performance Level Measures. AERA Annual Meeting, Chicago, IL, April 2007.
 - Absolute versus Relative Measures of Growth in Value-Added Models. Minnesota Value-Added Symposium, February 23rd, 2007.
 - Growth as a Description of Process. The CRESST Conference, Festschrift in Honor of Robert L. Linn. Los Angeles, January 22, 2007.
- 2006
- Betebenner, D.W., Shang, Y., Xiang, Y., Zhao, Y., and Yue, X. The Impact of Performance Level Misclassification on Percent at Performance Level Measures. To appear in *Journal of Educational Measurement*.
 - The Data Doesn't Speak for Itself. Paper presentation, CCSSO Conference on Large Scale Assessment, San Francisco, CA, June 2006.
 - Growth as a Measure of Process. Paper presentation, NCME Annual Meeting, San Francisco, CA, April 2006.
 - Lord's Paradox with Three Statisticians. Paper presentation, AERA Annual Meeting, San Francisco, CA, April 2006.
 - Authentic use of Software and Technology in an Applied Statistics Course. Paper presentation, AERA Annual Meeting, San Francisco, CA, April 2006.
- 2005
- Betebenner, D.W. (2005) Using control structures with Sweave. *R Newsletter* 5(1), 40-44.
 - Betebenner, D.W., Howe, K.R., and Foster, S.S. (2005) On School choice and test based accountability. *Education Policy Analysis Archives* 13(41).
 - Performance Standards in Measures of Educational Effectiveness, Paper presentation, CSSO Conference on Large Scale Assessment, San Antonio, TX, June 2005.
- 2004
- Schultz, E.M., Betebenner, D. W. and Ahn, M. (2004) Hierarchical Logistic Regression. *Journal of Educational Measurement* 41(3), 271-286
 - Betebenner, D.W. and Doran, H.C. (2004) A Proposal for Modeling Student Growth as Outlined by HB 04-1433. (Technical report for Colorado Department of Education).

- Doran, H.C. and Betebenner, D.W., Supporting Implementation of House Bill 04-1433: A Preliminary Analysis of a Value-added Model. (Technical report for Colorado Department of Education).
- On school choice and test based accountability. Paper presentation, AERA Annual Meeting, San Diego, CA, April 2004.
- Using relational databases to implement mixed-method analyses. Paper presentation, AERA Annual Meeting, San Diego, CA, April 2004.

2003

- Betebenner, D.W. (2003) An analysis of academic growth using 2001 and 2002 CSAP reading scores. (Technical report for Colorado Department of Education).
- Mixing choice and accountability: A witches' brew? Paper presentation, AERA Annual Meeting, Chicago, IL, April 2003.

2002

- Howe, K.R., Eisenhart, M., Betebenner, D.W. (2002) The price of public school choice. *Educational Leadership* 59(7), 20-24.
- Linn, R.L., Baker, E.L., and Betebenner, D.W. (2002) Accountability systems: Implications of requirements of the No Child Left Behind Act of 2001. *Educational Researcher* 31(6), 3-16.

2001

- Howe, K.R., Eisenhart, M., and Betebenner D.W. (2001) A school choice crucible: A case study of Boulder. *Phi Delta Kappan* 83(2), 137-146.
- Betebenner, D.W. and Howe, K.R. (2001) Implications for the use of the ACT within the Colorado Student Assessment Program. (Technical report for Colorado Department of Education).

Professional Activities and Affiliations

Professional Societies

American Educational Research Association, 1997 – present. National Council on Measurement in Education, 1998 – present. Phi Beta Kappa and Phi Kappa Phi, 1987.

Honors and Awards

National Council on Measurement in Education annual award for Outstanding Dissemination of Educational Measurement Concepts to the Public (for the Colorado Growth Model). The award was given at the NCME Annual Conference in May, 2010 in Denver.

Received funding from Colorado Department of Education to conduct a study on the use of the ACT assessment as part of the Colorado Student Assessment Program (CSAP), 2001.

Outstanding Doctoral Student, School of Education, University of Colorado, Boulder, 2001.

AERA dissertation grant for research using large-scale databases, 1998 – 2000.

TIMSS Seminar on the use and analysis of TIMSS data, 1997.

Computer Software and Language Expertise

Software: SPSS, R/S-Plus, SAS, MlwiN, Excel, Dreamweaver.

Languages: HTML, L^ATEX, SQL.

Operating Systems: Linux/Unix, Windows, OS X