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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

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

January 12, 2023

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Education, Division of Learner Support, Bureau of Instructional Support, to enter into a **Sole Source** contract with WestEd (VC#177860) San Francisco, CA in the amount of \$1,180,095 to support NH public and public chartered schools that have been identified for Targeted Support and Improvement (TSI), and for Comprehensive Support and Improvement (CSI), effective upon Governor and Council approval through September 30, 2023. 100% Federal Funds.

Funds to support this request are available in the account titled Title I-A Compensatory Ed in FY 23 and are anticipated to be available in FY24, upon the availability and continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between Fiscal Years within the price limitation through the Budget Office without further Governor and Council approval, if needed and justified.

	<u>FY 23</u>	<u>FY 24</u>	<u>Total</u>
06-56-56-562010-25090000-072-509073 Grants Federal	\$844,327	\$335,768	\$1,180,095

EXPLANATION

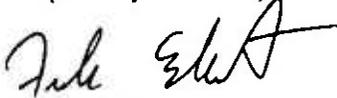
This request is **Sole Source** because WestEd has worked with Targeted Support and Improvement (TSI) and Comprehensive Support and Improvement (CSI) schools in New Hampshire for the past four (4) years completing needs assessments and conducting progress monitoring. WestEd has built strong supportive connections with both the Department of Education (NHED) staff and the TSI and CSI schools, many of whom have been redesignated for another year. This will allow WestEd to continue with work already in progress and to provide schools with the consistency they need to implement school improvement.

WestEd is a research, development, and service agency, working with education communities to promote excellence and improve learning for children, youth, and adults. This contract will support NH public and public chartered schools that have been identified for TSI, and CSI through diagnostic review and action planning support.

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
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WestEd services will include the implementation of a two-phase review and planning cycle with nine (9) TSI and 15 CSI schools, as well as eight (8) reidentified CSI schools, throughout the remainder of the 2022-2023 school year and through fall 2023. During these phases, WestEd will develop and provide school-level resources to TSI and CSI schools to help them independently conduct a needs and asset assessment and develop an action plan from the needs and assets assessment. WestEd will provide additional school-level tailored in-person support, coaching, and resources to schools to collaboratively help schools, as well as coordinate district-level opportunities for participation in services of the school. WestEd staff work collaboratively systemwide to provide a broad range of services such as research and evaluation, professional learning, technical assistance with services tailored to the needs of schools. They will also support schools to meet federal accountability reporting and requirements for school improvement.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

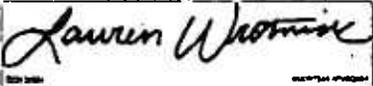
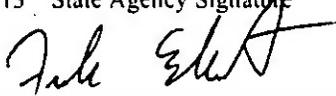
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 25 Hall Street, Concord, NH 03301	
1.3 Contractor Name WestEd		1.4 Contractor Address 730 Harrison Street San Francisco, California 94107	
1.5 Contractor Phone Number (415) 615-3136	1.6 Account Number See Exhibit C	1.7 Completion Date September 30, 2023	1.8 Price Limitation \$1,180,095
1.9 Contracting Officer for State Agency Ashlee Fye, ESEA Administrator Title I & Title II		1.10 State Agency Telephone Number (603) 271-7382	
1.11 Contractor Signature  Date: Jan 19, 2023		1.12 Name and Title of Contractor Signatory Lauren Wrotniak, WestEd Director of Contracts & Grants	
1.13 State Agency Signature  Date: 2/7/2023		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 2/7/2023 Elizabeth Brown			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials LW
Date Jan 19, 2023

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

Special Provisions

Additional Exhibits D-G

Federal Certification 2 CFR 200.415

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

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

Pre-existing Works

Any and all intellectual property or other proprietary data owned by the Contractor prior to the effective date of the contract (“Pre-existing Work”) will remain the exclusive property of the Contractor even if such Pre-existing Work is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. If any Pre-existing Works is modified in the course of this project, the modified work will remain the property of the original owner.

The NH Form P-37 General Provisions shall be amended as follows:

Delete Section 7.2 under PERSONNEL

Contract between WestEd and the New Hampshire Department of Education

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Date Jan 19, 2023

EXHIBIT B

Scope of Services

The following scope of services are for WestEd to support New Hampshire (NH) public and public chartered schools that have been identified for Targeted Support and Improvement (TSI), and for Comprehensive Support and Improvement (CSI), upon approval of Governor and Council through September 30, 2023.

COMPONENT 1: Diagnostic Review and Action Planning Support for 9 TSI Schools

WestEd services include the implementation of a two-phase review and planning cycle for 9 TSI schools throughout the remainder of the 2022-2023 school year and through fall 2023. During these phases, WestEd will develop and provide school-level resources to the TSI schools to help them independently do the following: (1) conduct a needs and asset assessment and (2) develop an action plan from the needs and assets assessment. Below is a more detailed description of the services WestEd will provide during each phase.

Phase 1: Diagnostic Review—Needs Assessment (Upon Approval - April 2023)

- Creation and customization of guidance documents and templates to complete a needs assessment and asset map in relation to the identified needs
- Creation and facilitation of a group webinar

Phase 2: Action Planning—School Improvement Planning (May – September 2023)

- Customization of guidance documents and templates to complete a targeted action plan for two years of implementation
- Creation and facilitation of group webinar to support the use of planning tools

COMPONENT 2: Diagnostic Review and Action Planning Support for 15 CSI Schools

WestEd services include the implementation of a two-phase review and improvement planning cycle with 15 newly identified CSI schools throughout the remainder of the 2022-2023 school year and through fall 2023. WestEd will provide school-level tailored virtual and in-person support, coaching, and resources to CSI schools to collaboratively help schools: (1) conduct a needs and assets assessment and (2) develop an action plan from the needs and assets assessment. Below is a description of the services WestEd will provide during each phase.

Phase 1: Diagnostic Review— Needs Assessment (Upon Approval – April 2023)

- Group webinar to review the diagnostic review process
- Full-day school visit with school, leaders, and teachers - school tour, interviews, classroom visits, etc.
- Supported administration of the Comprehensive Assessment of Leadership for Learning (CALL) Survey
- Collection and analysis of selected school artifacts and data
- Triangulation and overall analysis of information collected and summarization in a complete diagnostic review report

Contract between WestEd and the New Hampshire Department of Education

EXHIBIT B CONTINUED

- Individual webinar to review the diagnostic review report

Phase 2: Action Planning — School Improvement Planning (May – September 2023)

- Revision of comprehensive improvement planning template
- One-day facilitated on-site planning session with leadership team (One-day convening)
 - Action planning with school leadership based on Four Domains for Rapid School Improvement
 - Goal setting with leadership team based on diagnostic review & CALL Data
 - Co-creation of meeting summary, decisions, and outcomes
- Virtual, monthly check-ins with school leaders to support action planning

COMPONENT 3: Diagnostic Review and Action Planning Support for 8 CSI Schools Reidentified

WestEd services include the implementation of a two-phase review and improvement planning cycle with 8 previously identified CSI schools throughout the remainder of the 2022-2023 school year and through fall 2023. WestEd will provide additional school-level tailored in-person support, coaching, and resources to schools to collaboratively help schools: (1) conduct a needs and asset assessment, (2) develop an action plan from the needs and assets assessment and, (3) coordinate district-level opportunities for participation in services of the school. Below is a description of the services WestEd will provide during each phase.

Phase 1: Diagnostic Review — Needs Assessment (Upon Approval – April 2023)

- Group webinar to review the diagnostic review process
- Full two-day school visit with school, leaders, and teachers - school tour, interviews, classroom visits, etc., to include classroom observations with school leaders and interviews with district leaders
- Supported administration of the CALL Survey
- Collection and analysis of selected school artifacts and data
- Data analysis support and co-creation of the diagnostic review report with school leaders
- Triangulation and overall analysis of information collected and summarization in a complete diagnostic review report
- Individual webinar to review the diagnostic review report prior to action planning
- Review of the district- and state-level policies and procedures that affect the school's operating capacity

Phase 2: Action Planning — School Improvement Planning (May – September 2023)

- Revision of comprehensive improvement planning template
- Two-day facilitated on-site planning session with the school leadership team
 - Professional learning session focused on enabling conditions for school improvement and school vision for student success
 - Action planning with school leadership based on Four Domains for Rapid School Improvement

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EXHIBIT B CONTINUED

- o Goal setting with the leadership team based on diagnostic review, CALL data and school needs
- o Co-creation of meeting summary, decisions, and outcomes
- Virtual monthly 2-hour check-ins with school leaders to support action planning and leadership development
- Half-day virtual end-of-year action planning check-in to support summer planning and talent development
- District-level action planning support with school and district leaders

COMPONENTS 2 & 3: Additional Support for 15 Newly identified CSI Schools and 8 Reidentified CSI Schools

Comprehensive Assessment of Leadership for Learning (CALL) Survey
Survey Access through February 2024

- One-year license to the CALL survey for CSI Schools.

Diagnostic Review and Action Planning Coordination with the New Hampshire Department of Education (NHED) staff.

Phase 1: Goal-Setting Meeting and Diagnostic Review Planning

- Kick-off meeting with NHED staff to plan the work for the remainder of the school year
- Review and revision of tools based on feedback from NHED
- Monthly check-ins with NHED staff to ensure work is occurring as planned and to prepare for the action planning meetings
- Summary of Diagnostic Reviews results
- Summary and presentation of progress including an analysis of CSI schools to NHED after Phase 1

Phase 2: Action Planning and Progress Monitoring Check-in

- Monthly check-ins with NHED staff to ensure work is occurring as planned
- Preparation and inclusion of NHED staff at each webinar
- Summary of the Action Planning Experience
- Summary and presentation of progress, including an analysis of CSI schools to the NHED at the conclusion of Phase 2
- End-of-year review with NHED to discuss trends and recommendations for next steps

Contract between WestEd and the New Hampshire Department of Education

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Date Jan 18, 2023

EXHIBIT C

Method of Payment

WestEd will provide the following services upon Governor and Council approval through September 30, 2023.

COMPONENT 1: Diagnostic Review and Action Planning Support for 9 TSI Schools	FY23	FY24	Total
Phase 1: Diagnostic Review—Needs Assessment (Upon Approval - April 2023)			
Services may include, but are not limited to, the following: <ul style="list-style-type: none"> • TSI guidance documents and templates to conduct a needs assessment and asset map in relation to the identified needs • Creation and facilitation of group webinar • Review and revision of tools based on feedback from NHED • Preparation & training of NHED staff at each webinar 	\$28,200	\$0	\$28,200
Phase 2: Action Planning—School Improvement Planning (May – September 2023)			
Services may include, but are not limited to, the following: <ul style="list-style-type: none"> • Creation of templates to complete a targeted action plan for two years of implementation • Customization of guidance documents to support action planning • Creation and facilitation of a group webinar to support the use of planning tools • Review and revision of tools based on feedback from NHED 	\$10,492	\$14,568	\$25,060
Component 1 Total	\$38,692	\$14,568	\$53,260

COMPONENT 2: Diagnostic Review and Action Planning Support for 15 Newly Identified CSI Schools	FY23	FY24	Total
Phase 1: - Diagnostic Review- Needs Assessment (Upon Approval- April 2023)			
Services may include, but are not limited to, the following: <ul style="list-style-type: none"> • Group webinar to review the diagnostic review process • Full-day school visit with the school, leaders, and teachers - school tour, interviews, classroom visits, etc. • One-year license to the Comprehensive Assessment of Leadership for Learning (CALL) survey for CSI Schools. • Supported administration of CALL Survey • Triangulation and overall analysis of data collected • Summarization in a complete diagnostic review report • Individual webinar to review the diagnostic review report • Monthly check-ins with NHED staff to ensure work is occurring as planned 	\$336,000	\$0	\$336,000
Phase 2: Action Planning - School Improvement Planning (May – September 2023)			
Services may include, but are not limited to, the following: <ul style="list-style-type: none"> • Revision of comprehensive improvement planning template • Goal setting and planning meeting with the school leadership team based on diagnostic review and CALL data • One-day facilitated on-site planning session with the leadership team - One Day Convening • Summarization of the meeting’s decisions and outcomes 	\$144,995	\$174,000	\$318,995

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Contractor Initials ^{L-W}
Date ^{Jan 18, 2023}

EXHIBIT C CONTINUED

<ul style="list-style-type: none"> Virtual monthly 1-hour check-ins with school leaders to support action planning 			
Component 2 Total		\$480,995	\$174,000

COMPONENT 3: Diagnostic Review & Action Planning Support for 8 Reidentified CSI Schools	FY23	FY24	Total
Phase 1: Diagnostic Review - Needs Assessment (Upon Approval – April 2023)			
Services may include, but are not limited to, the following: <ul style="list-style-type: none"> Group webinar to review the diagnostic review process Two-day school visit with the school, leaders, and teachers - school tour, interviews, classroom visits, etc. One-year license to the online subscriptions to the CALL \$3,500 per annual license Supported administration of CALL Survey Triangulation and overall analysis of data collected and summarization in a complete diagnostic review report Individual webinar to review the diagnostic review report Coaching and facilitation of analysis and triangulation of data and co-creation of the diagnostic review report with school leaders Monthly check-ins with NHED staff in order to ensure work is occurring as planned and to prepare for the action planning meetings with NHED. Share the results of the Diagnostic Reviews & action planning Review of the district- and state-level policies and procedures that affect the school’s operating capacity as part of the diagnostic review 	\$227,920	\$0	\$227,920
Phase 2: Action Planning - School Improvement Planning (May – September 2023)			
Services may include, but are not limited to, the following: <ul style="list-style-type: none"> Review of comprehensive improvement planning template, in accordance with state requirements Goal setting and planning meeting with leadership team based on diagnostic review Two-day facilitated on-site planning session with the leadership team - Two Day Convening Action planning to support school improvement, with school and district leaders Virtual monthly 2-hour check-ins with school leaders to support action planning Virtual end-of-year action planning check-in to support summer planning and talent development 	\$96,720	\$147,200	\$243,920
Component 3 Total		\$324,640	\$471,840
FY 23 & FY 24 Total		\$1,180,095	

Limitations 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 \$1,180,095.

Funding Source: Funds to support this request are available in the account titled Title I-A Compensatory Ed in FY 23 and are anticipated to be available in FY24, upon the availability and continued appropriation

Contract between WestEd and the New Hampshire Department of Education

Contractor Initials LW
 Date Jan 18, 2023

EXHIBIT C CONTINUED

of funds in the future operating budget with the authority to adjust encumbrances between Fiscal Years within the price limitation through the Budget Office without further Governor and Council approval, if needed and justified.

	FY 23	FY 24	Total
06-56-56-562010-25090000-072-509073 Grants Federal	\$844,327	\$335,768	\$1,180,095

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

Ashlee Fye
Administrator
Ashlee.M.Fye@doe.nh.gov

EXHIBIT D

Contractor Obligations

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

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

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

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

Procurement of Recovered Materials

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

Revised 6-25-21

Contractor Initials LW
Date JAN 18, 2022

Exhibit E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. 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.

Exhibit F

Anti-Lobbying

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

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

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

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

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

Revised 6-25-21

Contractor Initials
Date

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.

Revised 6-25-21

LWJ
Contractor Initials _____
Date _____



ATTN: Emily Fabian
New Hampshire Department of Education
25 Hall Street
Concord, NH 03301

JANUARY 24, 2023

To Whom It May Concern:

I hereby certify that said authority has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the organization.

Signed: 

boxSIGN 1XQKJ54-1J9Y724

Michael J. Neuenfeldt, Chief Financial Officer

WestEd

Date: Jan 24, 2023



excellence in research, development, and service

TO: Lauren Wrotniak, Director of Contracts & Grants
FROM: Michael J. Neuenfeldt, Chief Financial Officer
DATE: June 25, 2022
Re: Delegation of Signature Authority

Whereas, policies adopted by the WestEd Board of Directors provide that its Chief Executive Officer, Dr. Glen H. Harvey, has all signature authorization required to enable the Agency to operate efficiently.

Whereas these authorizations were effective as of the date of her employment, July 1, 1997, these authorizations remain in effect at the present time, and it is the Board's intention that they will remain in effect for the duration of Dr. Harvey's services as WestEd's Chief Executive Officer. Whereas on January 24, 2012 Dr. Glen H. Harvey delegated to Michael J. Neuenfeldt, Chief Financial Officer, the authority to sign agreements which may legally bind WestEd.

Therefore based on the indications set forth herein, Michael J. Neuenfeldt delegates the following signature authority to Lauren Wrotniak in order to perform services as the Director of Contracts & Grants of WestEd:

- *Authority to sign any funding Agreement, subcontract, publishing agreement, hotel agreement or proposal document of any amount with any entity providing monetary funding or services to WestEd for program related work.*
- *Authority to sign any memorandum of understanding, teaming agreement, nondisclosure agreement, or any other type of agreement related to program services or joint program service related work.*
- *Upon approval by the Chief Financial Officer, or any of the Chiefs or General Counsel, authority to sign space or facilities rentals of any amount, vendor agreements, or any other binding agreements related to WestEd's ongoing business.*

This delegation shall be effective June 25, 2022 and shall remain in effect until the last date of employment of Lauren Wrotniak. This delegation is intended to override any prior delegation provided by any authorized signatory of WestEd.

Herein this delegation, there is no right to delegate authority to any other person.

ACKNOWLEDGED AND ACCEPTED


Michael Neuenfeldt (Jul 6, 2022 08:59 PDT)

 Michael J. Neuenfeldt Jul 6, 2022
 Chief Financial Officer Date
 WestEd



 Lauren Wrotniak Jul 5, 2022
 Director of Contracts & Grants Date
 WestEd



State of California
Secretary of State

FILE NO.

2122

FILED
in the office of the Secretary of State
of the State of California

OCT 19 2009

(Office Use Only)

NOTICE OF A JOINT POWERS AGREEMENT
(Government Code section 6503.5 or 6503.7)

Instructions:

1. Complete and mail to: Secretary of State, P.O. Box 942877, Sacramento, CA 94277-0001 (916) 653-3984
2. Include filing fee of \$1.00.
4. Do not include attachments, unless otherwise specified.

The name of the agency or entity created under the agreement and responsible for the administration of the agreement is: WestEd

Mailing Address: 730 Harrison Street, San Francisco, CA 94107

Provide a short title of the agreement if applicable: WestEd Joint Powers Agreement

The public agencies party to the agreement are (if more space is needed, continue on a separate sheet and attach it to this form):

- (1) Fax West Laboratory for Educational Research and Development
- (2) Southwest Regional Laboratory for Educational Research and Development
- (3) _____

The effective date of the agreement is: December 1, 1995

Provide a condensed statement of the agreement's purpose or the powers to be exercised: WestEd shall be an administrative, initiating, advisory, coordinating, and evaluating entity.

WestEd shall have the power and authority to exercise any power common to the parties hereto, FWL and SWRL, and to exercise any power set forth in the California Government Code, Section 6508, subject to certain limitations as set forth in the WestEd Joint Powers Agreement.

RETURN ACKNOWLEDGMENT TO: (Type or Print)

NAME [Teresa Johnson
WestEd]

ADDRESS [730 Harrison Street
San Francisco, CA 94107]

CITY/STATE/ZIP [San Francisco, CA 94107]

Date

Signature

10/5/09
[Signature]
Teresa Johnson, Director of Contracts
Typed Name and Title

WestEd

JOINT POWERS AGREEMENT

December 1, 1995

JOINT POWERS AGREEMENT

Establishing Joint Powers Agency

WestEd

THIS AGREEMENT is entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article I of the California Government Code (the Joint Powers Act) and provides for the joint exercise of powers between Far West Laboratory for Educational Research and Development ("FWL") and Southwest Regional Laboratory for Educational Research and Development ("SWRL"):

WITNESSETH:

WHEREAS, the parties hereto, FWL and SWRL, find and determine that it is to the mutual benefit of the parties and in the best public interest that said parties, both defined as public entities under the Joint Powers Act, join together to establish a Joint Powers Act Agency to accomplish the purposes hereinafter set forth; and

WHEREAS,, the parties hereto, FWL and SWRL, find and determine that more effective services can be provided while improving efficiencies in operations and eliminating duplication of effort by joining together to conduct operations under the auspices of a new Agency; and

WHEREAS, the parties hereto, FWL and SWRL, find and determine that each party holds title to certain real property that is subject to grant conditions running to the respective party and it is desirable for each party to retain title to such property but to cooperate in the management of such real property; and

WHEREAS, the parties hereto, FWL and SWRL, find and determine that there remains a need to develop fundamental, significant improvements in education and to conduct educational research in order to solve the problems and to serve the needs of the public and private schools, colleges and universities of Arizona, California, Nevada and Utah; and

WHEREAS, the parties hereto, FWL and SWRL, have found that significant, fundamental improvements in education in Arizona, California, Nevada and Utah require thorough and complete planning and concentrated effort by the total community, including parents, local school board members, and the scientific, cultural, industrial sectors, as well as by the professional educators in schools, colleges, and universities; and

WHEREAS, the coordinating and cooperative efforts required of the public and private educational and research agencies are of such a magnitude that it is necessary for the parties to join together to establish an agency to be known as WestEd in order to accomplish the purposes set forth herein;

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE 1. TERMS OF AGREEMENT.

This Agreement shall be effective December 1, 1995 upon the execution hereof by FWL and SWRL, as attested by the signatures of execution on the final page hereof, and shall continue in effect until terminated as provided herein.

ARTICLE 2. NAME OF AGENCY.

FWL and SWRL hereby agree that a public agency, wholly separate and apart from FWL and SWRL, be and is hereby created under the aforesaid provisions of law, and shall hereafter be designated as "WestEd" and hereinafter referred to as "Agency,"

ARTICLE 3. CONTROL OF AGENCY.

The Agency shall be under the control of a Board of Directors, hereinafter referred to as the "Board,," who shall be the designated board members of FWL and SWRL and such additional members as may be appointed by the Board.

ARTICLE 4. NOTICES.

The Board, by resolution, shall designate a specific location at which it will receive notices, correspondence and other communications, and shall designate an officer for the purpose of receiving service on behalf of the Agency,

ARTICLE 5. MEETINGS.

The Board may hold special meetings as it may determine and shall hold regular meetings at least once every three months, The date, hour and place for each such regular meeting shall be fixed annually by resolution of said Board, which resolution shall be publicly posted for two weeks on the bulletin board regularly used for official notices by the Agency. The secretary to the Board shall cause to be kept minutes of its meetings, both regular and special,

ARTICLE 6. VOTING.

The presence of a majority of the directors then appointed shall be required in order to constitute a quorum necessary for the transaction of the business of the Board. No action of the Board shall be valid unless a majority of such quorum of directors then appointed concur therein by their votes.

ARTICLE 7. AFFIRMATIVE ACTION.

Selections of persons for appointment to the Board, and employment of persons in positions within the Agency will be conducted in a manner which ensures that there is no discrimination against any Board member or employee, or candidates for these positions, because of age, sex, race, color, religion, national origin, or handicap. Positive action will be taken to further and enhance the representation of women, members of minority groups, and handicapped persons on the Board and staff of the Agency.

ARTICLE 8. OFFICERS AND EMPLOYEES.

The Board shall annually elect a chairperson from its members,

The Board shall appoint, and fix and cause to be paid, the compensation of the Chief Executive Officer, who shall act as Chief Administrative Officer of the Agency, and who shall perform such other and further duties as may be determined by the Board.

The members of the Board, other than the Chief Executive Officer serving ex officio, shall serve without compensation but may be reimbursed for necessary expenses incurred in connection with attendance at meetings of the Board or for necessary expenses incurred in performing services on behalf of and at the prior and express request of the Board,

The appointees and employees of said Agency shall not be deemed by operation of this Agreement to be the employees of either FWL or SWRL. No member of the Board nor any officer, appointee, or employee of the Agency shall be entitled to any compensation or fringe benefits, including but not limited to sick leave, retirement, pension, or vacation, from FWL or SWRL by virtue of his or her office or employment by the Agency. Provided that nothing shall prohibit the Agency from contracting for the services of employees of FWL or SWRL, or of other institutions or organizations, and reimbursing them for the costs, including salaries and fringe benefits, involved in providing such services. Further provided that nothing herein shall prohibit the Agency and FWL or the Agency and SWRL from agreeing that employees of FWL or SWRL, respectively, may also be employees of the Agency,

ARTICLE 9. SCOPE OF POWERS.

(a) The Agency shall be an administrative, initiating, advisory, coordinating, and evaluating entity, The Agency shall have the power and authority to exercise any power common to the parties hereto, FWL and SWRL, and to exercise any power set forth in the California Government Code, Section 6508, provided that the same are for furtherance of the objectives of this Agreement as contained herein and in the recitals set forth above, and may to

the extent permissible thereunder, enter into contracts in its own name with persons and with public or private agencies, boards, and other entities all subject to the terms and conditions of this Agreement.

(b) Neither the Agency nor the Board shall have any power or authority to bind FWL, SWRL or the signatory parties to the Joint Powers Agreement creating FWL or SWRL to the debts, liabilities and obligations of the Agency and no debt, liability or obligation of the Agency shall be the debt, liability or obligation of FWL, SWRL or the signatory parties to the Joint Powers Agreement creating FWL or SWRL,

(c) Pursuant to Section 6509 of the California Government Code, the exercise of the powers of the Agency shall be in accordance with the manner of exercising such powers by FWL and SWRL, which is in accordance with the procedures followed by the Regents of the University of California.

(d) The Board shall adopt appropriate rules not inconsistent herewith for the orderly transaction of its business,

(e) The Agency shall have no power or authority to incur any obligations for itself or on behalf of FWL or SWRL in excess of the amount appropriated to its use by a funding source. Provided, however, the Agency is authorized to obtain funds for a short period of time to meet operational expenses from advances of funds from FWL or SWRL or from private lending sources.

(f) The Agency shall, without limitation, have the specific power to establish or contract with research centers and laboratories, to carry out or suggest experimental educational projects, to develop pilot educational programs, to conduct or authorize educational research and development including the development of all varieties of educational materials, teaching aids, and other educational components, to collect and disseminate educational information, to coordinate educational research programs, to develop educational prototypes, to evaluate educational programs and activities, and to engage in other similar, related activities.

ARTICLE 10. ADVISORY COUNCIL.

The Agency may from time to time establish and abolish one or more advisory councils to perform such functions as the Agency may determine.

ARTICLE II. INSURANCE.

The Agency shall insure itself, FWL, SWRL and the members of the Board from loss, liability, and claims arising out of or in any way connected with the performance of this Agreement.

ARTICLE 12. FUNDS AND EXPENDITURES.

(a) The Agency shall have the power and authority to receive, accept, and expend or disburse, funds by contract or otherwise, for purposes consistent with the provisions hereof, which funds may be provided by the United States Government, any State, or any subdivision of a State, and from any other person, agency or organization, whether public or private, for the purposes specified herein, and shall have the duty to maintain at all times a complete and accurate system of accounting for said funds.

(b) The Agency shall have the power and authority to receive, accept, and utilize the services of personnel offered by FWL or SWRL, or their representatives or agents; to receive, accept, and utilize property, real or personal, from FWL or SWRL, or their agents or representatives; and to receive, accept, and expend or disburse funds, by contract or otherwise, for purposes consistent with the provisions hereof, which funds may be provided by FWL or SWRL, or their agents or representatives, The Agency is authorized to enter into interagency agreements with state agencies pursuant to Section 6514.5 of the California Government Code.

(c) Each and every expenditure of funds shall be authorized or approved by the Board pursuant to a budget process as described in subsection (f) hereof, or by other appropriate procedures approved by the Board, and shall be audited by a firm of certified public accountants to be selected by the Board and paid by the Agency,

(d) The Agency shall have no power or authority to assess FWL or SWRL, the signatory parties to the Joint Powers Agreement creating FWL or SWRL or the members of the Board for dues or contributions of any kind whatsoever.

(e) The Board shall establish procedures for the investment or deposit of its funds.

(f) The Board shall adopt appropriate budgetary procedures, The Agency shall file annually with the designated representatives of FWL and SWRL a statement of the actual income and expenditures made during the prior fiscal year.

(g) The "fiscal year" of the Agency shall be December 1 to and including the following November 30, or such other annual period as may be prescribed from time to time by resolution of the Board,

ARTICLE 13. WITHDRAWAL OF PARTIES AND TERMINATION.

The powers and authority of the Agency shall continue until termination of this Agreement, The Agreement may be terminated at any time upon mutual written agreement of FWL and SWRL, Upon two (2) year's prior written notice, FWL or SWRL may withdraw from its status as a party to this Agreement, provided that at such time it has either discharged, or has arranged to the satisfaction of the remaining party for the discharge of, any pending obligations it expressly may have assumed hereunder, and that written notice of intention to so withdraw has been served. upon the effective date of withdrawal, the Joint Powers Agreement will terminate. Upon the termination date all contracts held by the Agency shall be assigned, to the extent permitted under the contract, to the party with primary duties under the contract or according to terms mutually agreed upon by FWL and SWRL.

ARTICLE 14. DISPOSITION OF PROPERTY AND FUNDS.

In the event of the final termination of this Agreement, any property interest remaining in the Agency following discharge of all obligations due by the Agency shall be disposed of by sale or other disposition according to law, and the proceeds, in cash or by their fair market value in kind at the time of final termination, distributed to FWL or SWRL in proportion to its respective contributions to the Agency.

ARTICLE 15. DISPUTE RESOLUTION.

Any dispute arising from disposition of assets of the Agency, assignment of contracts or any other matter related to this Agreement shall be resolved by alternative dispute resolution procedures, culminating in binding arbitration with a single neutral arbitrator in San Francisco, California, Neither party shall have the right to bring an action in court against the other party for any dispute arising from or related to this Agreement.

ARTICLE 16. AMENDMENTS.

This Agreement may be amended at any time by mutual agreement of FWL and SWRL according to the procedures of said parties, provided said amendment is to further carry out the purposes hereinabove expressed. Any such amendment shall be effective upon the date of final execution thereof by FWL and SWRL.

ARTICLE 17. SEVERABILITY.

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth herein below.

FAR WEST LABORATORY FOR EDUCATIONAL RESEARCH AND DEVELOPMENT	SOUTHWEST REGIONAL LABORATORY FOR EDUCATIONAL RESEARCH AND DEVELOPMENT
BY:  Fay B. Haisley Chair of Board	BY:  Robert S. McCord Chair of Board
BY:  Dean Nafziger Executive Director	BY:  Edwin Myers Executive Director

MAY-06-1997 09:41 IRS-CORP:T:C

202 622 6342 P.02/13

Internal Revenue Service

Department of the Treasury

Washington, DC 20224

Index Number: 0115.00-00

Mr. Gary Barnes, Chief Financial Officer
WestEd
4665 Lampson Avenue
Los Alamitos, CA 90720-5199

Person to Contact:

Adrian Michur
Telephone Number:
(202) 622-3089
Refer Reply to:
CC:DOM:FI&P:2 PLR-253942-96
Date: MAY 1 1997

- X = WestEd
EIN: 94-3233542
- Y = Far West Laboratory for Educational Research and Development
EIN: 94-1625540
- Z = Southwest Regional Laboratory for Educational Research and Development
EIN: 94-2428178
- Pact = Joint Powers Agreement
- Law 1 = Section 6500, Title 1, Division 7, Chapter 5, Article 1, California Government Code
- Law 2 = Section 6502, Title 1, Division 7, Chapter 5, Article 1, California Government Code
- Law 3 = Section 6507, Title 1, Division 7, Chapter 5, Article 1, California Government Code
- Law 4 = Section 6508, Title 1, Division 7, Chapter 5, Article 1, California Government Code
- Letter 1 = Determination letter dated August 16, 1966
- Letter 2 = Letter dated October 18, 1966
- District 1 = San Francisco District
- District 2 = Los Angeles District
- State 1 = California
- State 2 = Arizona
- State 3 = Nevada
- State 4 = Utah

MAY-06-1997 09:41

IPS/CORP:TC

204 222 2042 P.0010

2

PLR-253942-96

Dear Mr. Barnes:

This is in reply to a letter dated November 25, 1996, and subsequent correspondence, requesting a ruling that the income of X is excludable under section 115 of the Internal Revenue Code. The information submitted for consideration is summarized below.

X, Y and Z are public agencies under Law 1 of State 1. The members of X are Y and Z. The members of Y and Z are agencies of State 1, State 2, State 3 and State 4.

Under Law 2 of State 1, public agencies may agree to jointly exercise any power common to the agencies, even though one or more of the contracting agencies may be located outside State 1. Such agreements are known as "Pacts" and establish an entity that is itself a public agency for purposes of Law 1.

Under Law 3 of State 1, a Pact is a public entity separate from the parties forming it.

Under Law 4 of State 1, a Pact that has the power to hire employees, make contracts, or to hold, receive, or dispose of property can sue or be sued in its own name. X, Y, and Z each have these powers.

In Letter 1, the District Director of District 1 informed Y that it was not subject to federal income tax. The letter states that it is a determination letter, and cites section 115(1) of the Code.

In Letter 2, the District Director of District 2 informed Z that it was not subject to federal income tax, stating that Z was an instrumentality of a state.

Y and Z formed X to combine or merge the educational research and related educational activities previously conducted separately by Y and Z. X's goal, as stated in the documents relating to its formation as a Pact, is to develop fundamental improvements in education and to conduct educational research to benefit the public and private schools, colleges, and universities of States 1, 2, 3, and 4 ("Schools"). X's activities include:

1. Participating in school reform by converging educational research into practical applications, providing knowledge and assistance to Schools.
2. Distributing educational knowledge to Schools through publications, conferences, seminars, and electronic networks.

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3. Helping to plan and execute long-term educational reform programs.
4. Implementing new curricula within school districts.
5. Conducting applied educational research on practical questions, such as how students learn and what is needed to implement schoolwide changes.
6. Providing strategic policy analysis, evaluating efforts to change, and developing educational products such as training modules, instructional videos, planning guides and casebooks.

The goals and activities of X are virtually identical to those of Y and Z.

X is funded by federal, state, and local government, as well as private foundations, which provide grants and research contracts. X conducts its activities throughout the United States, but concentrates them in States 1, 2, 3, and 4. X's activities are conducted exclusively by its own employees, who are hired and paid directly by X. X is controlled by a board of directors composed of all of the directors of Y and Z. The directors of Y and Z are appointed by the governing bodies or executive officer, as the case may be, of the public agencies that are the membership of Y and Z.

Section 115(1) of the Code provides that gross income does not include income derived from any public utility or the exercise of any essential governmental function and accruing to a state or any political subdivision of a state.

Rev. Rul. 71-589, 1971-2 C.B. 94, provides that the income from property held in trust by a city that was to be used by the city for certain charitable purposes is not subject to federal income tax. Although Rev. Rul. 71-589 does not explicitly so state, the holding in the revenue ruling means that a determination was made that the income in question was derived from the exercise of an essential governmental function and accrued to a political subdivision within the meaning of section 115(1) of the Code. Rev. Rul. 71-589 specifically mentions several types of functions that the trust might perform, such as support of a hospital, schools, maintenance of a park, or other purposes ordinarily recognized as municipal functions.

Rev. Rul. 90-74, 1990-2 C.B. 34, concerns an organization that is formed, operated and funded by political subdivisions to pool their casualty risks, or other risks arising from their obligations concerning public liability, workers' compensation, or employees' health. Rev. Rul. 90-74 states that the income of

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the organization is excluded from gross income under section 115(1) of the Code if private interests do not participate in the organization or benefit more than incidentally from the organization. In Rev. Rul. 90-74 the benefit to the employees of the political subdivisions was excepted as incidental.

Under Rev. Rul. 77-261, 1977-2 C.B. 45, the income from a fund, established under a written declaration of trust by a state for the temporary investment of cash balances of the state and its political subdivisions, which purchase units of participation and have an unrestricted right of withdrawal, is excludible from gross income. The fund, however, is classified as a corporation and must file a federal income tax return.

Providing the Schools of States 1, 2, 3, and 4 with X's services is an essential governmental function because it is of direct benefit to the agencies comprising the memberships of Y and Z. These agencies are engaged in providing educational services, independently of the activities of X, Y, and Z. The fact that the work-product of X may be shared with private schools within States 1, 2, 3, and 4 or the rest of the United States, or to nonprivate schools within the rest of the United States, is merely an incidental private benefit. There are no facts indicating that the work-product of X is not the proprietary material of X, Y, or Z.

Accordingly, the income of X is excludable from gross income under section 115 of the Code.

This ruling is directed only to the taxpayer that requested it. Section 6110(j)(3) of the Code provides that it may not be used or cited as precedent.

Except as specifically provided otherwise, no opinion is expressed on the federal income tax consequences of the transaction described above.

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PLR-253942-96

In accordance with the terms of a power of attorney on file in this office, a copy of this letter is being sent to your authorized representative.

Sincerely yours,

Acting Assistant Chief Counsel
(Financial Institutions & Products)

By: William E. Coppersmith
William E. Coppersmith
Chief, Branch 2

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Internal Revenue Service

Department of the Treasury

Washington, DC 20224

Index Number: 0115.00-00

Person to Contact:

Telephone Number:

Refer Reply to:

CC:DOH:FI&P:2 PLR-253942-96

Date: MAY 1 1997

X =

Y =

Z =

Pact =

Law 1 =

Law 2 =

Law 3 =

Law 4 =

Letter 1 =

Letter 2 =

District 1 =

District 2 =

State 1 =

State 2 =

state 3 =

State 4 =

This document may not be used or cited as precedent.
Section 6110 (i) (3) of the Internal Revenue Code.



Mission Statement

WestEd, a nonpartisan research, development, and service agency, works with education and other communities to promote excellence, achieve equity, and improve learning for children, youth, and adults.

Most Recent Audited Financial Statement

See [Appendix A](#).

Board of Directors' Names and Affiliations

WestEd's Board of Directors comprises leaders from public and private education, business, and human services communities. The Board, which meets quarterly, takes an active role in agency leadership and strategic planning. The Board also hosts an Annual Forum to explore enduring challenges confronting the fields of education and human development.

For a full list of WestEd's Board of Directors, see [Appendix B](#).

Resumes of Key Personnel

See [Appendix C](#).

APPENDIX A: Most Recent Audited Financial Statement

**WESTED
(A JOINT POWERS AGENCY)**

**AUDITED FINANCIAL STATEMENTS
WITH SUPPLEMENTARY
COMPLIANCE INFORMATION
November 30, 2021 and 2020**

WESTED
(A JOINT POWERS AGENCY)

AUDITED FINANCIAL STATEMENTS
WITH SUPPLEMENTARY COMPLIANCE INFORMATION
November 30, 2021 and 2020

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
WestEd
San Francisco, California

Report on the Financial Statements

We have audited the accompanying financial statements of WestEd, as of and for the years ended November 30, 2021 and 2020, and the related notes to the financial statements, which collectively comprise WestEd's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *State Controller's Minimum Audit Requirements for California Special Districts*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

(Continued)

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of WestEd, as of November 30, 2021 and 2020, and the changes in its financial position and its cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the *Management's Discussion and Analysis* on pages 3 through 8 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise WestEd's basic financial statements. The schedule of expenditures of federal awards as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The schedule of expenditures of federal awards is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 21, 2022 on our consideration of WestEd's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of WestEd's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering WestEd's internal control over financial reporting and compliance.



Crowe LLP

Costa Mesa, California
March 21, 2022

WESTED
MANAGEMENT'S DISCUSSION AND ANALYSIS
FISCAL YEARS ENDED NOVEMBER 30, 2021 AND 2020
(UNAUDITED)

The following discussion and analysis provides an overview of the financial position and activities of WestEd for the years ended November 30, 2021 and 2020, with selected comparative information for the year ended November 30, 2019. It also includes historical data and highlights various financial measures that can be used to assess WestEd's financial condition. This discussion has been prepared by management and should be read in conjunction with the financial statements contained in the following section.

BACKGROUND

WestEd was established as a California Joint Powers Agency (JPA) by Far West Laboratory for Educational Research and Development (FWL) and Southwest Regional Laboratory for Educational Research and Development (SWRL) in 1995. JPAs are public entities formed pursuant to the California Government Code (and consistent with similar statutes in Arizona, Nevada, and Utah), by two or more other public entities.

Both FWL and SWRL were among the original regional educational laboratories established by Congress in 1966. WestEd, like its founding agencies, continues to serve the states of Arizona, California, Nevada, and Utah as the U.S. Department of Education's designated Regional Educational Laboratory - West. The agency's work, administered within three divisions, now extends throughout the United States and abroad. WestEd currently employs 795 regular staff in thirteen offices nationwide.

Sources of Operating Revenue

The agency's contract and grant funding is currently derived from the funding sources listed below.

SOURCES OF OPERATING REVENUE

(\$ in thousands)

	FY 2021	Percent	FY 2020	Percent	FY 2019	Percent
Federal Agencies	\$51,047	30%	\$47,685	30%	\$56,513	33%
State Agencies	40,883	24%	41,038	26%	38,203	22%
Local Educational Agencies	30,818	18%	25,975	16%	33,775	19%
Foundations	15,402	9%	14,527	9%	16,860	10%
Other	33,113	19%	30,798	19%	27,248	16%
Total	\$171,263	100%	\$160,023	100%	\$172,599	100%

WESTED
MANAGEMENT'S DISCUSSION AND ANALYSIS
FISCAL YEARS ENDED NOVEMBER 30, 2021 AND 2020
(UNAUDITED)

BACKGROUND (continued)

Sources of Operating Revenue (continued)

WestEd's funding is obtained primarily through competitive contracts and grants, sole source contracts and grants, and the provision of products and services to clients. WestEd receives contract and grant funding from a variety of organizations and entities, including governmental agencies (federal, state, and local), private foundations, for-profit companies and other educational organizations (primarily through subcontracts). WestEd does not have an endowment or guaranteed source of financial support. Since its grants and contracts are both short term and multiyear, a certain percentage of the agency's revenue must be replaced each year.

Grants vs. Fee Contracts

The mix between contracts and grants received at WestEd is an important factor in the agency's ability to raise working capital to support operations. Grants permit the recovery of actual costs incurred only up to the amount of the award. The best financial outcome from income received by grants is break-even (unlike contracts, which may be fee bearing or fixed price and include a target fee). Contracts that are fee bearing have fees budgeted in a range of three to five percent in most cases.

Nonoperating Revenue

WestEd also generates nonoperating revenue from leasing excess building space, sale of publications, investments, and royalties. Because the FWL and SWRL buildings were originally built using federal monies, the government requires that net income from leasing of excess building space be used to support educational research activities or be invested back into the San Francisco or Los Alamitos buildings. Revenue generated from the remaining nonoperating income sources does not have any restriction.

Principal Cost Areas

Agency expenditures include direct costs and indirect costs.

Direct costs, representing 85.9% of revenue for the year ended November 30, 2021, are those directly associated with project work. Direct costs include standard direct costs, and service center costs. Standard direct costs include salaries, benefits, travel, consultants, subcontracts, and facilities. Service center costs, related to activities directly supporting project work, include information services, human resources, general administration, and program services. These costs are considered "direct" for cost accounting purposes and are part of the base used for allocating indirect costs.

Indirect costs include those related to supporting the Board of Directors, the CEO's office, communications, resource development, contracts, legal, accounting, and finance activities. WestEd's approved provisional indirect rate for fiscal year 2021 was 14.0%. This rate is negotiated every year with the US. Department of Education and accepted by all other Federal Agencies. Actual indirect rate at year-end was 13.5%. The indirect rate is applied to modified direct costs. Modified direct costs are total direct costs less items of equipment, alterations and renovations, stipends and the portion of each competitive bid sub-award in excess of \$25,000 per year.

The information presented in the following section should be read in the context of WestEd's cost structure, as described above.

WESTED
MANAGEMENT'S DISCUSSION AND ANALYSIS
FISCAL YEARS ENDED NOVEMBER 30, 2021 AND 2020
(UNAUDITED)

FINANCIAL HIGHLIGHTS

- Total Operating Revenues through the fiscal year ended November 30, 2021, were \$171.3 million compared to \$160 million in FY 2020, an increase of \$11.3 million (7.0%). Expenses were managed and WestEd ended the year profitably with a positive operating income margin of 3.8%.
- Change in net position for the fiscal year ended November 30, 2021 was \$5.8 million compared with \$7.0 million in FY 2020, a decrease of \$1.2 million (17.1%). Change in net position for FY 2019 was \$8.1 million.
- WestEd's financial position at November 30, 2021 included total assets of \$139.5 million and liabilities of \$37.0 million. Net position, which represents the residual interest in WestEd's assets after liabilities are deducted, totaled \$102.4 million. The capital assets component of the net position total was \$3.8 million, restricted net position was \$1.1 million and the unrestricted net position component was \$97.5 million as of November 30, 2021. WestEd's net position on November 30, 2020 and 2019 were \$96.6 million and \$89.6 million, respectively.

STATEMENTS OF NET POSITION

The statements of net position present the financial position of the organization at the end of an accounting period and include all assets and liabilities of WestEd. The difference between total assets and total liabilities - net position - is one indicator of the current financial condition of WestEd. While the change in net position is an indicator of whether the overall financial condition has improved or worsened during the reporting period, it is not the only indicator. This should be looked at within the context of other financial measures.

Assets and liabilities are generally measured using current values. This does not include capitalized items that are measured by their historical cost, less accumulated depreciation.

WESTED
MANAGEMENT'S DISCUSSION AND ANALYSIS
FISCAL YEARS ENDED NOVEMBER 30, 2021 AND 2020
(UNAUDITED)

STATEMENTS OF NET POSITION (continued)

A comparison of WestEd's assets, liabilities, and net position at November 30, 2021, 2020 and 2019 is as follows:

STATEMENTS OF NET POSITION

(\$ in thousands)

	FY 2021	FY 2020	FY 2019
Current Assets	\$66,250	\$70,004	\$59,587
Long-Term Investments	69,383	61,944	57,058
Property and Equipment, Net	3,826	3,904	4,595
Total Assets	139,459	135,852	121,240
Current Liabilities	36,020	38,207	31,619
Long-Term Accrued Vacation, Less Current Portion	987	1,031	0
Total Liabilities	37,007	39,238	31,619
Net Position	\$102,452	\$96,614	\$89,621

Current Assets

Current assets consist primarily of cash, trade accounts receivable, short-term investments, publications inventory, prepaid expenses and other assets. These accounts totaled \$66.3 million at November 30, 2021, \$70.0 million at November 30, 2020 and \$59.6 million at November 30, 2019. The decrease was a combination of lower contract advances and an increase in the long-term Investments which was partially offset by the impact of positive net income flowing into current assets.

Long-Term Investments

Long-term investments are securities that have a maturity date of more than one year that totaled \$69.4 million at November 30, 2021, \$61.9 million at November 30, 2020 and \$57.1 million at November 30, 2019. The increase in fiscal year 2021 was due to a net increase in the purchases of longer-term securities.

Property and Equipment

Property and equipment consists of building and leasehold improvements, equipment and furniture. Property and equipment totaled \$3.8 million at November 30, 2021, \$3.9 million at November 30, 2020 and \$4.6 million at November 30, 2019. The decrease in fiscal years 2021 and 2020 were primarily due to routine depreciation.

WESTED
MANAGEMENT'S DISCUSSION AND ANALYSIS
FISCAL YEARS ENDED NOVEMBER 30, 2021 AND 2020
(UNAUDITED)

STATEMENTS OF NET POSITION (continued)

Current Liabilities

Current liabilities consist of accounts payable and accrued liabilities, accrued compensation and benefits, accrued vacation and contract advances. These accounts totaled \$36.0 million at November 30, 2021, \$38.2 million at November 30, 2020 and \$31.6 million at November 30, 2019. The decrease of \$2.2 million (5.7%) in FY 21 was primarily due to fewer upfront contract advances, as compared to the previous year.

Long-Term Accrued Vacation

Long-term accrued vacation consists of total accrued vacation less current portion. Long term accrued vacation totaled \$0.9 million at November 30, 2021 and \$1.0 million at November 30, 2020.

Net Position

The net position balance represents the residual interest in WestEd's assets after liabilities are deducted. WestEd's net position at November 30, 2021, 2020 and 2019 is summarized below.

NET POSITION			
(\$ in thousands)			
	FY 2021	FY 2020	FY 2019
Net Investment In Capital Assets	\$ 3,826	\$3,904	\$4,595
Restricted	1,132	130	.177
Unrestricted	97,494	92,580	84,849
Total Net Position	\$102,452	\$96,614	\$89,621

Net investment in capital assets consists of capital assets net of accumulated depreciation.

Restricted net position represents royalties from the California Department of Education that are restricted in their use.

Unrestricted net position represents funds that have no restrictions concerning their use. They can be used to fund any WestEd activity. Increases in unrestricted was due to positive operating income and non-operating revenues (expenses).

WESTED
MANAGEMENT'S DISCUSSION AND ANALYSIS
FISCAL YEARS ENDED NOVEMBER 30, 2021 AND 2020
(UNAUDITED)

STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

The statements of revenues, expenses, and changes in net position present WestEd's results of operations during the current year ended November 30, 2021, 2020 and 2019.

CHANGES IN NET POSITION
(\$ in thousands)

	FY 2021	FY 2020	FY 2019
Operating revenues			
Federal Agencies	\$ 51,047	\$47,685	\$56,513
State Agencies	40,883	41,038	38,203
Local Educational Agencies	30,818	25,975	33,775
Foundations	15,402	14,527	16,860
Other	33,113	30,798	27,248
Total operating revenues	171,263	160,023	172,599
Operating expenses	164,807	155,296	167,412
Total operating income	6,456	4,727	5,187
Non-operating revenues (net of Non-operating expenses)	(617)	2,266	2,957
Changes in net position	\$5,839	\$6,993	\$8,144

WestEd's operating revenues increased by 7.0% in fiscal year 2021 compared to fiscal year 2020. The increase was due to the year-over-year increase in Federal, Local Educational Agencies, Foundations and Other funding source categories.

Operating income in the fiscal year ended November 30, 2021 was \$6.4 million, an increase of \$1.7 million compared to 2020. Operating income in the fiscal year ended November 30, 2020 was \$4.7 million, a decrease of \$0.5 million compared to 2019.

Non-operating revenues (net of non-operating expenses) decreased by \$2.9 million in fiscal year 2021 primarily due to an increase in net unrealized investment losses.

Request for Information

We hope that the preceding information has provided you with a general overview of WestEd's overall financial status. For questions or comments concerning information contained in this report, please contact the Office of the Controller, 4665 Lampson Avenue, Los Alamitos, California 90720.

FINANCIAL STATEMENTS

WESTED
STATEMENTS OF NET POSITION
November 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
ASSETS		
Current assets		
Cash and cash equivalents	\$ 11,998,719	\$ 16,518,351
Short-term investments	11,235,563	12,452,830
Receivables	40,201,136	38,753,725
Inventory	242,196	192,269
Prepaid expenses and other assets	<u>2,572,566</u>	<u>2,086,606</u>
Total current assets	66,250,180	70,003,781
Long-term investments, less current portion	69,383,372	61,944,681
Property and equipment, net	<u>3,826,336</u>	<u>3,903,894</u>
Total assets	<u>\$ 139,459,888</u>	<u>\$ 135,852,356</u>
 LIABILITIES AND NET POSITION		
Current liabilities		
Accounts payable and accrued liabilities	\$ 6,172,566	\$ 6,975,728
Accrued compensation and benefits	12,107,291	9,425,911
Accrued vacation	5,258,632	5,008,693
Advances	<u>12,481,290</u>	<u>16,797,055</u>
Total current liabilities	36,019,779	38,207,387
Long-term accrued vacation, less current portion	987,223	1,030,740
Total liabilities	<u>\$ 37,007,002</u>	<u>\$ 39,238,127</u>
Net position		
Net investment in capital assets	3,826,336	3,903,894
Restricted	1,132,273	130,301
Unrestricted	<u>97,494,277</u>	<u>92,580,034</u>
Total net position	<u>102,452,886</u>	<u>96,614,229</u>
Total liabilities and net position	<u>\$ 139,459,888</u>	<u>\$ 135,852,356</u>

The accompanying notes are an integral part of the financial statements.

WESTED
 STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
 For the years ended November 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Operating revenues:		
Federal Agencies	\$ 51,047,292	\$ 47,684,667
State Agencies	40,883,065	41,038,558
Local Education Agencies	30,818,045	25,975,068
Foundations	15,401,920	14,526,594
Other	<u>33,112,365</u>	<u>30,798,059</u>
Total operating revenues	<u>171,262,687</u>	<u>160,022,946</u>
Operating expenses:		
Direct expenses		
Employee compensation and benefits	90,299,471	83,388,224
Subawards, subcontracts, outside services, travel, and other direct costs	<u>56,876,222</u>	<u>54,590,881</u>
Total direct expenses	147,175,693	137,979,105
Indirect expenses	<u>17,631,147</u>	<u>17,316,822</u>
Total operating expenses	<u>164,806,840</u>	<u>155,295,927</u>
Operating income	6,455,847	4,727,019
Non-operating revenues (expenses):		
Rental and parking, net	390,914	448,539
Publication sales, net	66,334	12,796
Investment income, net	(624,589)	2,871,940
Other revenues	26,160	28,801
Other expenses	<u>(476,009)</u>	<u>(1,096,327)</u>
Total non-operating revenues (expenses)	<u>(617,190)</u>	<u>2,265,749</u>
Changes in net position	5,838,657	6,992,768
Net Position, beginning of year	<u>96,614,229</u>	<u>89,621,461</u>
Net Position, end of year	<u>\$ 102,452,886</u>	<u>\$ 96,614,229</u>

The accompanying notes are an integral part of the financial statements.

WESTED
STATEMENTS OF CASH FLOWS
For the years ended November 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities		
Federal agencies	\$ 49,921,735	\$ 48,231,561
State agencies	41,822,022	39,683,780
Local education agencies	28,956,598	27,758,003
Foundations	15,084,171	14,986,729
Other	29,714,984	34,648,453
Other (payments) receipts	35,822	(599,346)
Cash payments to employees for direct expense services	(87,411,669)	(81,695,456)
Cash payments for subawards, subcontracts, outside services, travel, and other direct costs	(56,827,680)	(54,168,915)
Cash payments for indirect costs	<u>(18,167,034)</u>	<u>(16,564,018)</u>
Net cash provided by operating activities	3,128,949	12,280,791
Cash flows from capital and related financing activities		
Purchases of fixed assets	(802,569)	(152,292)
Proceeds from tenant improvement allowance	<u>-</u>	<u>-</u>
Net cash used in financing activities	(802,569)	(152,292)
Cash flows from investing activities		
Purchase of investments	(24,938,847)	(21,753,505)
Proceeds from sales and maturities of investments	16,847,001	15,032,540
Interest received	<u>1,245,834</u>	<u>1,330,176</u>
Net cash used in by investing activities	(6,846,012)	(5,390,789)
 Net increase (decrease) in cash and cash equivalents	 (4,519,632)	 6,737,710
Cash and cash equivalents at beginning of year	<u>16,518,351</u>	<u>9,780,641</u>
Cash and cash equivalents at end of year	<u>\$ 11,998,719</u>	<u>\$ 16,518,351</u>
 Reconciliation of operating income to net cash provided by (used in) operating activities		
Operating Income	\$ 6,455,847	\$ 4,727,019
Depreciation	854,857	839,742
Loss on disposal of fixed assets	10,651	-
Other revenue	22,018	(602,579)
(Increase) Decrease in receivables	(1,447,411)	(1,055,015)
(Increase) in inventory	(49,927)	13,948
(Increase) in prepaid expenses and other assets	(485,960)	738,855
Decrease in accounts payable and accrued liabilities	(803,163)	(414,543)
Increase in accrued compensation and benefits	2,681,380	1,474,392
Increase in accrued vacation	206,422	218,377
Increase (Decrease) in advances	<u>(4,315,765)</u>	<u>6,340,595</u>
Net cash provided by operating activities	<u>\$ 3,128,949</u>	<u>\$ 12,280,791</u>

The accompanying notes are an integral part of the financial statements.

WESTED
NOTES TO FINANCIAL STATEMENTS
November 30, 2021 and 2020

NOTE 1 – ORGANIZATION

WestEd is a Joint Powers Agency and was established on December 1, 1995 pursuant to the provisions of Title 1, Division 7, Chapter 5, Article I of the California Government Code. WestEd was established as a public agency for the joint exercise of powers between Far West Regional Laboratory for Educational Research and Development ("FWL") and Southwest Regional Laboratory for Educational Research and Development ("SWRL"). WestEd operations are involved in education research, development and service dedicated to improving education and other opportunities for children, youth and adults. In addition to its work across the nation, WestEd serves as the regional education laboratory for Arizona, California, Nevada and Utah.

WestEd is governed by a Board of Directors (the "Board"), the members of which includes designated board members of FWL and SWRL, and additional members as appointed by the Board.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of WestEd conform to generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board (GASB). The significant accounting policies are herein described to enhance the usefulness of the accompanying financial statements to the reader.

Fund Accounting: The accounts of WestEd are organized on the basis of an enterprise fund, the operations of which are accounted for with a set of self-balancing accounts that comprise its assets, liabilities, net position, revenues and expenses.

Basis of Accounting: The accompanying financial statements have been prepared on the accrual basis in accordance with generally accepted accounting principles. Under the accrual basis, revenue is recorded when earned and expenses are recorded when incurred, without regard to the timing of cash receipt or payment.

Use of Estimates: The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts in the financial statements and accompanying notes. Actual results could differ from the estimates.

Funding Sources: WestEd's operations are principally funded through contracts and grants awarded by the federal government, State Agencies, local governments, and other private entities.

Revenue Recognition for Grants and Contracts: Revenue is deemed to be earned and reported when all eligibility requirements imposed by the provider have been met. In addition, for income derived from royalty and tuition type contracts, WestEd will recognize revenues when earned as defined per contract agreement. Losses on contracts are recognized when identified.

Cost Allocation: Expenses identified with specific projects are charged directly to the appropriate grant or contract. Occupancy costs are allocated on the basis of labor hours. Fringe benefits are allocated at a target rate of 63% (43.5% for fringe and 19.5% for leave) of employees' direct labor costs for 2021 and 2020. Indirect expenses are allocated to all grants, contracts and other non-operating expenses based on direct costs. The actual indirect rate was 13.5% for 2021, and 14.2% for 2020 and 2019. Indirect costs on sub-award costs are only charged to the first \$25,000 of costs of each sub-award per year.

In accordance with policies adopted by the U.S. Department of Education, WestEd uses cost principles set forth in OMB Uniform Grant Guidance.

(Continued)

WESTED
NOTES TO FINANCIAL STATEMENTS
November 30, 2021 and 2020

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Cash Equivalents: WestEd considers all short-term investments purchased with a maturity of three months or less to be cash equivalents. Investments that have characteristics of demand deposits allowing WestEd to deposit or withdraw funds at any time without prior notice or penalty are included in cash equivalents.

Receivables: Receivables include amounts owed to WestEd from private individuals or organizations for services rendered. Included in receivables are unbilled amounts for which the services have been rendered but not yet billed.

Allowance for Uncollectible Receivables: A portion of receivables are estimated not to be collectible. The balance in this account is reported as a deduction from receivables to indicate a net receivables amount.

Investments: WestEd records investments at fair value on the Statement of Net Position. The fair value of investments, primarily debt securities, is based on quoted market values. Unrealized gains and losses on investments are included in nonoperating revenues as net investment income. Short-term investments are securities that have a maturity date of one year or less, net of cash equivalents. Long-term investments are securities that have a maturity date of more than one year.

Inventory: Inventory consists of publications and supplies and are stated at the lower of cost or market value using the first in, first out cost allocation method.

Property and Equipment: Acquisitions of property and equipment costing \$5,000 or more are capitalized. Property and equipment are carried at historical cost. Maintenance, repairs and renewals, which neither materially add to the value of the property nor appreciably prolong its life, are charged to expense as incurred. Gains or losses on dispositions of property and equipment are included in other non-operating revenues.

Depreciation and amortization of property and equipment are provided on the straight-line method over the following useful lives:

Building Improvements	3 - 30 years
Leasehold Improvements	3 - 10 years
Office Furniture and Equipment	5 - 10 years
Computer Equipment and Software	3 - 5 years

Leasehold improvements are amortized over the lesser of the useful life of the asset or term of the lease.

Accrued Vacation: It is WestEd's policy to permit employees to accumulate earned but unused vacation leave benefits. Such benefit is accrued as earned by employees. The estimated accrued vacation due within one year is included as current liability and the balance is included as a long-term liability.

Advances: Advances consist of amounts received on contracts, grants and agreements in excess of costs incurred. The amounts received in excess of costs will be recognized in the future as services are rendered and costs are incurred.

Operating and Non-Operating Transactions: WestEd classifies its revenues and expenses as either operating or non-operating. Revenues and expenses are classified according to the following criteria:

Operating - These revenues are earned from the Federal Agencies, State Agencies, Local Education Agencies, foundations and others, through grants and contracts. Other revenue includes non-profit organizations and other for-profit entities. Operating expenses include employee compensation and benefits, subcontracts, travel, other direct expenses and related indirect expenses.

(Continued)

WESTED
NOTES TO FINANCIAL STATEMENTS
November 30, 2021 and 2020

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Non-operating - These revenues and expenses include activities that are not the primary business of WestEd, such as building and parking rental income, publication sales and investment income. Non-operating expenses include building, parking, publications, investment and other related indirect expenses.

Net Position: WestEd's net position is classified in three major components:

Net investment in capital assets - Capital assets, net of accumulated depreciation less outstanding capital lease obligations.

Restricted - This category represents net position that has external restrictions imposed by grantors. At November 30, 2021 and 2020, all restricted net position includes royalties received from the California Department of Education. It is WestEd's policy to first use restricted net position when allowable expenditures are incurred.

Unrestricted - Net position that is not subject to externally imposed stipulations. Unrestricted net position may be designated for specific purposes by action of WestEd's Board.

Exempt Status: WestEd is exempt from Federal income taxes per Internal Revenue Code Section 115(1). WestEd is also exempt from State of California franchise tax. Accordingly, no provision for Federal or State income taxes has been made in the accompanying financial statements.

NOTE 3 – CASH AND CASH EQUIVALENTS

Cash and cash equivalents at November 30, 2021 and 2020 consist of:

	<u>2021</u>	<u>2020</u>
Checking accounts	\$ 11,312,739	\$ 16,008,340
Money market funds	<u>685,980</u>	<u>510,011</u>
Total	<u>\$ 11,998,719</u>	<u>\$ 16,518,351</u>

The *California Government Code* requires California banks and savings and loan associations to secure WestEd's deposits by pledging government securities as collateral. The market value of pledged securities must equal 110% of an agency's deposits. California law also allows financial institutions to secure an agency's deposits by pledging first trust deed mortgage notes having a value of 150% of an agency's total deposits and collateral is considered to be held in the name of WestEd. As of November 30, 2021 and 2020, WestEd had no bank balances exposed to custodial credit risk.

NOTE 4 – INVESTMENTS

WestEd's investment policies comply with California Government Code, which permits investments in U.S. Treasury obligations; U.S. agency obligations; Money market instruments including Bankers Acceptances, Certificates of Deposit and Commercial Paper; certain Medium Term Notes; Mortgage Pass-Through and Asset-Backed Securities; Supranational Securities; and certain Money Market Funds.

(Continued)

WESTED
NOTES TO FINANCIAL STATEMENTS
November 30, 2021 and 2020

NOTE 4 – INVESTMENTS (Continued)

Investments include both short-term and long-term investments. WestEd held the following investments at November 30, 2021 and 2020, respectively.

<u>Description</u>	<u>Moody's Rating</u>	<u>Fair Value</u>	<u>Weighted Average Yield</u>	<u>Weighted Average Maturity</u>	<u>Percentage of Portfolio</u>
November 30, 2021					
U.S. Treasury notes	Aaa	\$ 25,760,762	1.41%	2.62 years	31.96%
Federal Agencies	Aaa	21,687,080	1.49%	2.54 years	26.90%
Supranational	Aaa	5,718,252	0.67%	3.70 years	7.09%
U.S. corporate	A3-Aa1	21,122,482	1.77%	2.73 years	26.20%
Asset-backed securities	Aaa	4,331,904	0.68%	3.48 years	5.37%
Negotiable CD	P-1	<u>1,998,455</u>	0.23%	0.72 years	<u>2.48%</u>
Total investments		<u>\$ 80,618,935</u>			<u>100.00%</u>

<u>Description</u>	<u>Moody's Rating</u>	<u>Fair Value</u>	<u>Weighted Average Yield</u>	<u>Weighted Average Maturity</u>	<u>Percentage of Portfolio</u>
November 30, 2020					
U.S. Treasury notes	Aaa	\$ 21,845,518	1.67%	2.83 years	29.36%
Federal Agencies	Aaa	30,659,994	1.48%	2.74 years	41.21%
Supranational	Aaa	1,572,906	0.61%	4.67 years	2.11%
U.S. corporate	A3-Aaa	16,950,738	2.35%	2.53 years	22.79%
Asset-backed securities	Aaa	<u>3,368,355</u>	1.88%	2.74 years	<u>4.53%</u>
Total investments		<u>\$ 74,397,511</u>			<u>100.00%</u>

Interest Rate Risk: Interest rate risk refers to the risk that changes in interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that WestEd manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer-term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing as necessary to provide cash flow and liquidity needed for operations.

Custodial Credit Risk: For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, WestEd will not be able to recover the value of its investments that are in the possession of an outside party. At year-end, WestEd's total investment balance is not exposed to custodial credit risk and there was no securities lending.

Credit Risk: WestEd's investment policy is controlled by Section 53601 of the California Government Code. Per Section 53601.7, investments in long-term debt shall be rated at least "A" without regard to modifiers by Standard & Poor's Corporation, Moody's Investors Service, or Fitch Ratings. As of November 30, 2021 and 2020, WestEd is in compliance with its investment policies regarding credit risk.

(Continued)

WESTED
 NOTES TO FINANCIAL STATEMENTS
 November 30, 2021 and 2020

NOTE 4 – INVESTMENTS (Continued)

Concentration of Credit Risk: Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The table below indicates the investments held with any one issuer representing more than 5% of total investments.

At November 30, 2021, the credit ratings of investments by investment type were as follows:

Investments	Moody's Rating	% of Portfolio
Fed Home Loan Bank	Aaa	10%
Fed Home Loan Mortgage Corporation	Aaa	4%
Fed National Mortgage Association	Aaa	10%
U. S. Treasury notes	Aaa	32%
		<u>56%</u>
Other issuers (in aggregate)	A3 - Aaa	44%
		<u>100%</u>

At November 30, 2020, the credit ratings of investments by investment type were as follows:

Investments	Moody's Rating	% of Portfolio
Fed Home Loan Bank	Aaa	14%
Fed Home Loan Mortgage Corporation	Aaa	8%
Fed National Mortgage Association	Aaa	17%
U. S. Treasury notes	Aaa	29%
		<u>68%</u>
Other issuers (in aggregate)	A3 - Aaa	32%
		<u>100%</u>

Investment and management fees aggregating \$73,521 and \$70,430 were paid for the years ended November 30, 2021 and 2020, respectively. WestEd had a net unrealized loss totaling \$1,954,838 in 2021 and net unrealized gain totaling \$1,418,807 in 2020. For the years ended November 30, 2021 and 2020, WestEd recognized a net realized gain of \$84,415 and \$122,957, respectively. Net realized gains and losses were recorded net of related investment and management fees. Realized gains and losses on investments that had been held in more than one fiscal year and sold in the current year may have been recognized as an increase or decrease in the fair value of investments reported in the prior year.

Fair Value of Investments: WestEd measures and records its investments using fair value measurement guidelines established by generally accepted accounting principles. The fair value hierarchy is based on the valuation inputs used to measure an asset's fair value. The following provides a summary of the hierarchy used to measure fair value on a recurring basis as of November 30, 2021 and 2020:

Level 1 - Quoted prices (unadjusted) in active markets for identical assets.

(Continued)

WESTED
NOTES TO FINANCIAL STATEMENTS
November 30, 2021 and 2020

NOTE 4 – INVESTMENTS (Continued)

Level 2 - Significant other observable inputs such as quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable or can be corroborated by observable market data.

Level 3 – Unobservable inputs should be developed using the best information available under the circumstances, which might include WestEd's own data. WestEd should adjust that data if reasonable available information indicates that other market participants would use different data or certain circumstances specific to WestEd are not available to other market participants.

WestEd's investments as of November 30, 2021 and 2020 were all calculated using Level 2 inputs.

NOTE 5 – RECEIVABLES

Receivables at November 30, 2021 and 2020 consist of the following:

	<u>2021</u>	<u>2020</u>
Due from Federal Agencies	\$ 6,463,391	\$ 5,337,835
Due from State Agencies	19,349,522	20,288,479
Due from Local Education Agencies	6,150,500	4,289,054
Due from Foundations	680,770	363,021
Due from Other	<u>7,770,369</u>	<u>8,688,752</u>
	40,414,552	38,967,141
Less allowance for doubtful accounts	<u>(213,416)</u>	<u>(213,416)</u>
Total	<u>\$ 40,201,136</u>	<u>\$ 38,753,725</u>

NOTE 6 – PROPERTY AND EQUIPMENT

Changes in property and equipment for the years ended November 30, 2021 and 2020 are shown below.

The activity for the year ended November 30, 2021 is:

	Balance December 1, <u>2020</u>	<u>Additions</u>	<u>Deductions</u>	Balance November 30, <u>2021</u>
Building improvements and leasehold improvements	\$ 15,844,753	\$ 802,569	\$ 1,457	\$ 16,645,865
Furniture	2,838,119			2,838,119
Equipment	<u>2,268,721</u>	<u> </u>	<u>41,158</u>	<u>2,227,563</u>
Total property and equipment	<u>20,951,593</u>	<u>802,569</u>	<u>42,615</u>	<u>21,711,547</u>
Less accumulated depreciation:				
Building improvements and leasehold improvements	12,652,327	616,068		13,268,395
Furniture	2,475,243	126,241		2,601,484
Equipment	<u>1,920,129</u>	<u>112,548</u>	<u>17,345</u>	<u>2,015,332</u>
Accumulated depreciation	<u>17,047,699</u>	<u>854,857</u>	<u>17,345</u>	<u>17,885,211</u>
Property and equipment, net	<u>\$ 3,903,894</u>	<u>\$ (52,288)</u>	<u>\$ 25,270</u>	<u>\$ 3,826,336</u>

(Continued)

WESTED
NOTES TO FINANCIAL STATEMENTS
November 30, 2021 and 2020

NOTE 6 – PROPERTY AND EQUIPMENT (Continued)

The activity for the year ended November 30, 2020 is:

	Balance December 1, <u>2019</u>	<u>Additions</u>	<u>Deductions</u>	Balance November 30, <u>2020</u>
Building improvements and leasehold improvements	\$ 15,773,970	\$ 103,385	\$ 32,602	\$ 15,844,753
Furniture	2,841,731	-	3,612	2,838,119
Equipment	<u>2,219,814</u>	<u>48,907</u>	<u>-</u>	<u>2,268,721</u>
Total property and equipment	<u>20,835,515</u>	<u>152,292</u>	<u>36,214</u>	<u>20,951,593</u>
Less accumulated depreciation:				
Building improvements and leasehold improvements	12,108,192	576,737	32,602	12,652,327
Furniture	2,333,039	142,204	-	2,475,243
Equipment	<u>1,799,328</u>	<u>120,801</u>	<u>-</u>	<u>1,920,129</u>
Accumulated depreciation	<u>16,240,559</u>	<u>839,742</u>	<u>32,602</u>	<u>17,047,699</u>
Property and equipment, net	<u>\$ 4,594,956</u>	<u>\$ (687,450)</u>	<u>\$ 3,612</u>	<u>\$ 3,903,894</u>

The depreciation expense for the years ended November 30, 2021 and 2020 was \$854,857 and \$839,742 respectively. The Los Alamitos building and San Francisco land and building in which WestEd maintains operations, are recorded in the accounting records of SWRL and FWL, respectively.

NOTE 7 – ACCRUED VACATION

Accrued vacation for the years ended November 30, 2021 and 2020, are as follows:

	<u>2021</u>	<u>2020</u>
Beginning balance, December 1	\$ 6,039,433	\$ 4,790,316
Additions	6,193,635	5,708,946
Reductions	<u>(5,987,213)</u>	<u>(4,459,829)</u>
Ending balance, November 30	6,245,855	6,039,433
Current portion-due within one year	<u>5,258,632</u>	<u>5,008,693</u>
Long-term portion	<u>\$ 987,223</u>	<u>\$ 1,030,740</u>

(Continued)

WESTED
NOTES TO FINANCIAL STATEMENTS
November 30, 2021 and 2020

NOTE 8 – ADVANCES

Advances at November 30, 2021 and 2020 consist of the following:

	<u>2021</u>	<u>2020</u>
Contract advances	\$ 12,450,384	\$ 16,766,210
Tenant advances	<u>30,906</u>	<u>30,845</u>
Total	<u>\$ 12,481,290</u>	<u>\$ 16,797,055</u>

These advances will be realized in the future as services are rendered and costs are incurred.

NOTE 9 – RENTAL REVENUES

WestEd leases portions of FWL and SWRL facilities' excess space under operating leases to unrelated third parties. For the years ended November 30, 2021 and 2020, these rental operations generated net rental revenue of \$390,914 and \$448,539, respectively. Due to the decrease in building operation expenses, WestEd did not collect contingent rental revenue in the years ended November 30, 2021 and 2020.

Gross base and contingent rentals earned in the years ended November 30, 2021 and 2020 are as follows:

	<u>2021</u>	<u>2020</u>
Base rentals	\$ 1,114,162	\$ 1,197,311
Parking revenues	9,634	14,229
Contingent rentals	<u>-</u>	<u>-</u>
Total	<u>\$ 1,123,796</u>	<u>\$ 1,211,540</u>

NOTE 10 – OPERATING LEASES

WestEd also leases certain equipment and facilities under non-cancelable operating leases. Operating lease expense for the years ended November 30, 2021 and 2020 was \$2,294,553 and \$3,234,937 respectively. Future minimum payments under operating leases as of November 30, 2021 are as follows:

2022	\$ 2,541,126
2023	1,829,025
2024	1,712,391
2025	1,353,911
2026	1,380,562
2027 and thereafter	<u>1,701,992</u>
	<u>\$ 10,519,007</u>

(Continued)

WESTED
NOTES TO FINANCIAL STATEMENTS
November 30, 2021 and 2020

NOTE 11 – RETIREMENT AND FLEXIBLE BENEFIT PLANS

WestEd provides a defined contribution annuity purchase retirement plan for all regular and fixed-term, full-time and eligible part-time employees. Contributions are equal to 15% of the participants' salary subject to Internal Revenue Service (IRS) limits, are funded as incurred, and were \$12,840,326 and \$11,413,665 for the years ended November 30, 2021 and 2020, respectively.

In addition, eligible employees may make additional contributions to a Supplemental Retirement/Tax Deferred Annuity (SRA). The amount the employee may contribute pre-tax is based on an Internal Revenue Service (IRS) formula.

Employees also have the option of participating in a contributory Flexible Benefit Plan. Employees make voluntary contributions of pre-tax wages. Based on the contributions, the plan reimburses employees for qualified expenses which amounted to \$886,332 and \$780,665 for the years ended November 30, 2021 and 2020, respectively.

NOTE 12 – COMMITMENTS AND CONTINGENCIES

Federal Contracts: Federal contracts and grants are subject to government review within three to five years of the contract's expiration. In the opinion of management, any disallowed expenditures resulting from government review would not have a material adverse effect on the overall financial statements at November 30, 2021.

NOTE 13 – RELATED PARTIES

WestEd is provided office space to conduct its operations in Los Alamitos, California and San Francisco, California. These office spaces are owned by FWL and SWRL and are provided to WestEd free of charge.

NOTE 14 – COVID-19 PANDEMIC

In 2020, a novel strain of coronavirus, known as COVID-19, spread around the world resulting in business and social disruption. COVID-19 was declared a Public Health Emergency of International Concern by the World Health Organization on January 30, 2020. The extent to which the COVID-19 pandemic may impact business activity or investment income will depend on future developments, which are highly uncertain and cannot be predicted, including new information which may emerge concerning the severity of the coronavirus and the actions required to contain the coronavirus. WestEd has not included any contingencies in the financial statements specific to this event.

SUPPLEMENTARY INFORMATION

WESTED
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 For the year ended November 30, 2021

<u>Federal Granting Agency/Program Name</u>	<u>Pass-Thru ID Number</u>	<u>Assistance Listing Number</u>	<u>Provided to Sub-Recipients</u>	<u>Program Expenditures</u>
RESEARCH AND DEVELOPMENT CLUSTER:				
U.S. Department of Education – Direct:				
Comprehensive Regional Assistance Centers	N/A	84.283B	\$ -	\$ 6,703,871
Comprehensive Regional Assistance Centers	N/A	84.283B	395,945	2,268,927
Comprehensive Regional Assistance Centers	N/A	84.283B	<u>142,951</u>	<u>1,705,305</u>
Comprehensive Centers		84.283B	538,896	10,678,103
An Efficacy Study of the MathSpring Personalized Learning System That Responds to Student Affect	N/A	84.305A	548,084	885,472
Efficacy of ASSISTment Online Homework Support for Middle School Mathematics Learning: A Replication Study	N/A	84.305A	-	691,942
Efficacy Study of Adventures Aboard the S.S.GRIN: Social, Emotional, and Academic Skills	N/A	84.305A	146,527	593,216
Efficacy Study of an Integrated Science and Literacy Curriculum for Young Learners	N/A	84.305A	-	502,623
Exploring Trends and Heterogeneity in the Timing and Effects of English Learner Reclassification: A Systematic Review and Meta-Analysis	N/A	84.305A	147,281	341,544
Exploring the Spatial Alignment Hypothesis in STEM Learning Environments	N/A	84.305A	-	308,460
Improving Children's Understanding of Mathematical Equivalence: An Efficacy Study	N/A	84.305A	-	275,678
Improving Outcomes and Accelerating Completion with Corequisite Remediation in Mathematics: An Efficacy Study	N/A	84.305A	-	265,386
Does School-Level Fiscal Flexibility Reduce Inequality in Student Achievement? New Evidence from Title I	N/A	84.305A	76,364	243,337
Investigating the Use of Virtual Labs to Promote Chemical Reasoning and Practice Skills	N/A	84.305A	-	180,706
Leveraging Technology to Improve Children's Understanding of Mathematical Equivalence	N/A	84.305A	58,120	173,423
Formative Assessment Bundling Literacy and Elementary Science in the NGSS	N/A	84.305A	57,829	164,826
Evaluating the Efficacy of MathbyExample	N/A	84.305A	2,688	122,969
Sub-baccalaureate Career and Technical Education: A Study of Institutional Practices, Labor Market Demand, and Student Outcomes in Florida	N/A	84.305A	-	75,845
Word Learning Strategies: A Program for Upper-Elementary Readers	N/A	84.305A	-	28,835
National Research and Development Center to Improve Education for Secondary English Learners	N/A	84.305C	446,113	1,570,240
Continuous Improvement of a What Works Clearinghouse Rated Early Mathematics Intervention	N/A	84.305H	-	77,627

(Continued)

WESTED
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the year ended November 30, 2021

<u>Federal Granting Agency/Program Name</u>	<u>Pass-Thru ID Number</u>	<u>Assistance Listing Number</u>	<u>Provided to Sub-Recipients</u>	<u>Program Expenditures</u>
U.S. Department of Education – Direct: (Continued)				
Adult Numeracy in the Digital Era: Adaptive Technology for Quantitative and Digital Literacy	N/A	84.305N	\$ -	\$ 219,576
Education Research, Development and Dissemination		84.305	1,483,006	6,721,705
Collective Impact for Part C Child Find	N/A	84.326M	-	7,440
Special Education: Technical Assistance and Dissemination to Improve Services and Results for Children with Disabilities	N/A	84.326R	-	5,819,356
Special Education, Technical Assistance and Dissemination		84.326	-	5,826,796
The Early Math Initiative: Scaling an Innovative Intervention to Prepare Children from Elementary School Mathematics	N/A	84.411A	-	1,828,295
Making Sense of Science and Literacy: Improving Teacher Effectiveness and Building Capacity	N/A	84.411B	-	692,924
I3 Investing in Innovation Fund		84.411	-	2,621,219
Systematic Replication of Pre-K Mathematics Tutorial: The Effect of Variation in the Intervention Delivery Model on Mathematics Achievement of At-Risk Preschool Children	N/A	84.324R	36,137	509,236
Special Education: Technical Assistance on State Data Collection – IDEA Fiscal Data Center	N/A	84.373F	-	3,488
Center for IDEA Fiscal Reporting	N/A	84.373F	-	3,726,799
Supporting Effective Teaching with Disciplinary Inquiry	N/A	84.423A	27,550	2,241,566
The Center to Improve Social and Emotional Learning and School Safety	N/A	84.424B	258,077	859,661
U.S. Department of Education – Passed-Through Others:				
<u>Passed through Cal State L.A. University Auxiliary Services, Inc.:</u>				
Teacher Quality Partnership (TQP) Evaluation	WESTED231154	84.336S	-	2,475
<u>Passed through RMC Research Corporation:</u>				
Northeast Regional Comprehensive Center	N/A	84.283B	-	854,488
<u>Passed through University of Delaware:</u>				
Refining and Validating a Number Sense Screening	40951	84.305A	-	28,908

(Continued)

WESTED
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the year ended November 30, 2021

<u>Federal Granting Agency/Program Name</u>	<u>Pass-Thru ID Number</u>	<u>Assistance Listing Number</u>	<u>Provided to Sub-Recipients</u>	<u>Program Expenditures</u>
U.S. Department of Education – Passed-Through Others: (Continued)				
<u>Passed through Arizona Department of Education:</u> State Personnel Development Grant	16-06-EDSG	84.323A	\$ -	\$ 64,614
<u>Passed through Regents of the University of Minnesota:</u> National Technical Assistance Center	63235	84.326G	-	389,878
<u>Passed through Superintendent of Public Instruction, State of Washington:</u> Next Generation Science Standards	20170414	84.369A	-	140,936
<u>Passed through Worcester Polytechnic Institute:</u> Scaling Teachers' Professional Development for ASSISTments	10756-GR	84.411B	-	323,769
<u>Passed through Sonoma State University:</u> Education Innovation and Research Program Early Phase	118065	84.411C	-	137,153
<u>Passed through American Institute for Research:</u> Evaluating the Effectiveness of ASSISTments for Improving Math Achievement	N/A	84.305A	-	74,173
Building and Sustaining the Capacity of Local Math Coaches to Support College-and-Career-Ready Mathematics Instructions	N/A	84.305A	-	23,771
Evaluation of PACT: Replication in a Train-the-Trainers Context ("Project")	N/A	84.305R	-	64,185
<u>Passed through 3-C Institute for Social Development, Inc.:</u> Development of an Innovative Digital Intervention to Enhance the Social-Emotional Skills and School-Based Adjustment of Early Elementary Students	N/A	84.305A	-	5,270
<u>Passed through Maryland State Department of Education:</u> WestEd Service Plan for MSDE: Title I Four Domains Framework	N/A	84.01	-	18,368
<u>Passed through North Carolina State University:</u> Improving Conceptual Knowledge in Upper Elementary Science with Scaffolded Sketch-Based Modeling	N/A	84.305A	-	11,346
Total U.S. Department of Education			<u>2,343,666</u>	<u>36,227,907</u>

(Continued)

WESTED
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the year ended November 30, 2021

<u>Federal Granting Agency/Program Name</u>	<u>Pass-Thru ID Number</u>	<u>Assistance Listing Number</u>	<u>Provided to Sub-Recipients</u>	<u>Program Expenditures</u>
U.S. Department of Health and Human Services – Passed-Through Others:				
<u>Passed through Lighthouse, Inc.:</u>				
Interactive Digital Media STEM Resources for Pre-College and Informal Science Education Audiences (SBIR) (R43/44 Clinical Trial Not Allowed)	C-00016772	93.859	\$ -	\$ 68,139
<u>Passed through Urban Strategies LLC:</u>				
Teen Pregnancy Prevention Tier 2, Phase II Rigorous Evaluation of Promising Intervention	TP2AH000078	93.297	-	198,583
<u>Passed through dVinci Interactive Inc.:</u>				
"Blueprint of Life" Genomic Literacy Tool: An interactive to enhance genetic and genomic understanding with middle/high school students and their teachers through personal genetics and human disease	2R44GM133222-02	93.859	-	50,729
Total U.S. Department of Health and Human Services			<u>-</u>	<u>317,451</u>
National Science Foundation – Direct:				
Scaling Up through Networked Improvement (SUNI):				
Testing a practical theory about improving math outcomes for developmental students at scale	N/A	47.076	59,615	493,638
An Efficacy Study of a Comprehensive, Middle School Science Curriculum that Integrates Disciplinary Core Ideas, Science and Engineering Practices, and Crosscutting Concepts	N/A	47.076	265,260	475,659
Video in the Middle: Flexible Digital Experiences for Mathematics Teacher Education	N/A	47.076	-	451,472
Boosting Data Science Teaching and Learning in STEM	N/A	47.076	10,520	207,974
Modest Supports for Sustaining Professional Development Outcomes over the Long-Term	N/A	47.076	59,888	176,598
Teacher Professional Learning to Support Student Motivational Competencies During Science Instruction	N/A	47.076	-	132,758
Collaborative Research: Building a Computational Thinking Foundation in Upper Elementary Science with Narrative Centered Maker Environments	N/A	47.076	-	130,874

(Continued)

WESTED
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the year ended November 30, 2021

<u>Federal Granting Agency/Program Name</u>	<u>Program Number</u>	<u>Assistance Listing Number</u>	<u>Provided to Sub-Recipients</u>	<u>Program Expenditures</u>
National Science Foundation – Direct: (Continued)				
NSF INCLUDES: Supporting Emerging Aquatic Scientists (SEAS) Islands Alliance	N/A	47.076	\$ -	\$ 120,886
Understanding Teacher Enactment of New Science Standards and Needs for Implementation Support	N/A	47.076	-	83,746
Closing Gaps: Connecting Assessment and Culture to Increase Achievement	N/A	47.076	-	80,513
GP-IN: GLOBE Youth Geoscientists Program	N/A	47.076	16,234	74,064
Professional Resources & Inquiry in Mathematics Education for K-8 Teacher Education	N/A	47.076	44,564	65,019
Examining the Role of Racial Identity and Personal Experiences in Equity-focused Computer Science Learning	N/A	47.076	-	19,109
Supporting Instructional Decision Making: The Potential of Automatically Scored Three-dimensional Assessment System	N/A	47.076	-	18,703
Computer Science Connections: Using Data Science to Broaden Participation in Middle School	N/A	47.076	-	<u>10,321</u>
Education and Human Resources - Direct	N/A	47.076	<u>456,081</u>	<u>2,641,334</u>
National Science Foundation - Passed-Through Others:				
<u>Passed through Filament Games:</u>				
Pilot Study to Test the Effectiveness of the RoboCo Platform	C-00016593	47.041	-	131,282
<u>Passed through the University of San Diego:</u>				
Collaborative Research: Fostering Elementary School Students' Visuospatial Skills and mathematical Competencies through an Origami-based Program	N/A	47.076	-	53,420
<u>Passed through John Hopkins University:</u>				
A Quantitative Synthesis of Research on Elementary Science Programs	N/A	47.076	-	28,484
<u>Passed through San Jose State University Research Foundation:</u>				
Collaborative Research: A Technology Pathway Program in Data Technology and Applications	21-1300-5675-WESTED	47.076	-	1,240

(Continued)

WESTED
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the year ended November 30, 2021

<u>Federal Granting Agency/Program Name</u>	<u>Pass-Thru ID Number</u>	<u>Assistance Listing Number</u>	<u>Provided to Sub-Recipients</u>	<u>Program Expenditures</u>
National Science Foundation - Passed-Through Others: (Continued)				
<u>Passed through Regents of the University of Colorado:</u>				
An Efficacy Study of the Learning and Teaching Geometry PD Materials: Examining Impact and Context Based Adaptations	1553021	47.076	\$ -	\$ 53,510
Collaborative Research: What Difference Does Early-Career Faculty Development Make? A Research Study of Multiple Models	1556961	47.076	-	17,885
<u>Passed through the Florida International University:</u>				
Building Capacity: Catalyzing Change in Calculus (C3)	2015-03	47.076	-	26,836
Collaborative Research: Developing Engineering Instructional Faculty as Leaders of Educational Change at Hispanic-Serving Institutions	800012048/000121	47.076	-	28,171
<u>Passed through St. Petersburg College:</u>				
Third Party Evaluation Services, SPC# 02-16-17	N/A	47.076	-	12,033
<u>Passed through The Board of Regents of the University of Illinois:</u>				
Development of the Electronic Test of Early Numeracy (e-TEN)	084079-16190	47.076	-	62,445
<u>Passed through San Francisco State University:</u>				
RIP-TIDES: Research Intensive Pedagogical Training of Interdisciplinary Estuarine Scientists	S16-0019	47.076	-	29,771
<u>Passed through North Carolina State University:</u>				
Multimodal Visitor Analytics: Investigating Naturalistic Engagement with Interactive Tabletop Science Exhibits	2017-1405-01	47.076	-	16,602
Collaborative Research: Primary AI: Integrating Artificial Intelligence Into Upper Elementary Science with Immersive Problem-Based Learning	2019-2717-01	47.076	-	8,596
Collaborative Research: ExplainIt: Improving Student Learning with Explanation-based Classroom Response Systems	2111473	47.076	-	371
<u>Passed through EarthTeam:</u>				
EarthTeam Meets GLOBE: Building Internships through GLOBE that Support the Career Development of Underrepresented Youth in STEM	C-00015371	47.076	-	61,903

(Continued)

WESTED
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 For the year ended November 30, 2021

<u>Federal Granting Agency/Program Name</u>	<u>Pass-Thru ID Number</u>	<u>Assistance Listing Number</u>	<u>Provided to Sub-Recipients</u>	<u>Program Expenditures</u>
National Science Foundation - Passed-Through Others: (Continued)				
<u>Passed through Arizona State University:</u>				
EAGER: Developing a Culturally Responsive Computing Instrument For Underrepresented Students	18-458	47.076	\$ -	\$ 1,409
<u>Passed through Jobs for the Future:</u>				
Impact of Work-Based-Learning on Community College STEM Education and Careers	18-094	47.076	-	85,960
<u>Passed through American Physical Society:</u>				
A National Network for Access and Inclusion in Physics Graduate Education	INCA-002-2018	47.076	-	96,228
<u>Passed through University of California Riverside:</u>				
Louis Stokes STEM Pathways and Research Alliance: California Louis Stokes Alliance for Minority Participation	1826900	47.076	-	50,130
<u>Passed through West Virginia University Research Corporation:</u>				
Mountaineer Mathematics Master Teachers (M3T): Supporting Teacher Leadership and Networked Improvement of Mathematics Education in West Virginia	1826900	47.076	-	31,641
<u>Passed through Computer Science Teachers Association:</u>				
Matching Experienced and Novice Teachers for Ongoing Rigorous Support in Computer Science (MENTORS in CS)	1826900	47.076	-	18,790
<u>Passed through University of Maryland:</u>				
Collaborative Research: Parents, Teachers, and Multilingual Children Collaborating on Mathematics Together	1826900	47.076	-	9,440
<u>Passed through NOT SUSPICIOUS, LLC:</u>				
SBIR Phase II: A Virtual-Reality Next-Generation Introductory STEM Platform	1826900	47.041	-	16,100

(Continued)

WESTED
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 For the year ended November 30, 2021

<u>Federal Granting Agency/Program Name</u>	<u>Pass-Thru ID Number</u>	<u>Assistance Listing Number</u>	<u>Provided to Sub-Recipients</u>	<u>Program Expenditures</u>
National Science Foundation - Passed-Through Others: (Continued)				
<u>Passed through Education Development Center, Inc.:</u>				
Community for Advancing Discovery Research in Education (CADRE): Expanding the Reach and Impact of Innovations in STEM Education	1826900	47.076	\$ -	\$ 6,055
<u>Passed through Public Policy Institute of California:</u>				
RAPID: A Researcher-Practitioner-Partnership to Assess the Impact of COVID-19 Recession on NGSS Implementation	1826900	47.076	-	11,399
<u>Passed through Southern Methodist University:</u>				
Seeing the World through a Mathematical Lens: A Place-Based Mobile App for Creating Math Walks	1826900	47.076	-	3,059
Total National Science Foundation			456,081	3,404,094
National Aeronautics and Space Administration – Passed-Through Others:				
<u>Passed through University of Toledo:</u>				
Mission Earth. Fusing GLOBE with NASA Assets to Build Systemic Innovation in STEM Education	N-125107-01 (F-2016-23)	43.001	-	492,627
National Aeronautics and Space Administration – Passed-Through Others:				
<u>Passed through Sonoma State University:</u>				
NASA's Neurodiversity Network (N3): Creating Inclusive Informal Learning Opportunities across the Spectrum	80NSSC21M0004	43.001	\$ -	\$ 57,861
<u>Passed through Northern Arizona University:</u>				
PLANETS (Planetary Learning that Advances the Nexus of Engineering, Technology, and Science)	1002936-02	43.001	-	151,545
<u>Passed through SETI Institute:</u>				
The NASA Community College Network	C-00018113	43.001	-	64,614
Total National Aeronautics and Space Administration			-	766,647

(Continued)

WESTED
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the year ended November 30, 2021

Federal Granting Agency/Program Name	Pass-Thru ID Number	Assistance Listing Number	Provided to Sub-Recipients	Program Expenditures
U.S. Department of Justice – Passed-Through Others:				
<u>Passed through National Institute of Justice:</u>				
Comprehensive School Safety in Atlanta Public Schools	2015-CK-BX-K001	16.560	825,985	1,525,932
A Randomized Impact Evaluation of Capturing Kids Hearts	2015-CK-BX-0014	16.560	-	9,081
A Developmental Study of the Keeping Kids in School Initiative	2017-CK-BX-0018	16.560	-	63,267
A National Evaluation of Internet Crimes Against Children Task Force Training	2018-MC-FX-K007	16.543	28,662	186,509
Research and Evaluation on School Safety: An Evaluation of State School Safety Centers	2020-CK-BX-0002	16.560	-	173,181
An Evaluation of a Statewide Approach to the Prevention and Intervention of Violence using School Threat Assessment Teams	2020-MU-MU-0011	16.560	70,808	177,077
<u>Passed through Texas State University:</u>				
A Randomized Controlled Trial of a Comprehensive, Research-Based Framework for Implementing School-Based Law Enforcement	20010-82739-1	16.560	-	101,287
		16.560	925,455	2,236,334
<u>Passed through American Institutes for Research</u>				
Second Chance Act Reentry Initiative	2019-MU-BX-K015	16.812	-	125,267
Second Chance Act Reentry Initiative - Corrections and Community Engagement Technical Assistance Center (CCETAC)	0504300008	16.812	-	105,000
Total U.S. Department of Justice			\$ 925,455	\$ 2,466,601
Bureau of Indian Education – Direct:				
Secondary Transition Program Planning: Individuals with Disabilities Education Act (IDEA) of 2004	N/A	15.130	-	379,872
BIE Consolidated Fiscal Accountability System	N/A	15.130	-	126,848
Indian Education Assistance to Schools	N/A	15.130	-	144,402
BIE-Funded Schools Professional Development, Updating policies and Procedures-Four Domains for Rapid School Improvement	N/A	15.130	-	197,525
Total Bureau of Indian Education			-	848,647
Total Expenditures of Federal Awards (Research and Development Cluster)			\$ 3,725,202	\$ 43,031,347

See accompanying notes to the Schedule of Expenditures of Federal Awards.

WESTED
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
November 30, 2021

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of WestEd under programs of the federal government for the year ended November 30, 2021. The information in this schedule is presented in accordance with the requirements of the Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of WestEd, it is not intended to and does not present the financial position, change in net position or cash flows of WestEd.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements. Under the accrual basis, revenue is recorded when earned and expenses are recorded when incurred, without regard to the time of cash receipt or payment. Revenues for Federal programs are received as reimbursement for specific projects and are recognized based on eligible expenses incurred. Such expenditures are recognized following the cost principles contained in Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. WestEd has not elected to use the 10% de minimis indirect cost rate.

Program income: There was no program income earned by the Federal Programs included in the SEFA during the current fiscal year.

Use of Rental Revenue: Far West Laboratory for Educational Research and Development (FWL) and Southwest Regional Laboratory for Educational Research and Development (SWRL) allow WestEd to occupy their facilities and manage the properties. The U.S. Government allows FWL and SWRL to lease excess space in their buildings. FWL until July 21, 2019, and SWRL until December 31, 2022, require that the rental income received be used for costs of educational research or educational research and related purposes, including costs of maintenance and operation of the facilities in accordance with the objectives of the statute under which the grants were made consistent with the principles in 34 CFR §74.42(e) and the provisions of the "Cooperative Research Act" (20 USC 332 (a)).

In accordance with an agreement with the U.S. Department of Education dated January 18, 2001, rental income and related interest available for future expenditures were as follows:

	<u>2021</u>	<u>2020</u>
Balance at beginning of year	\$ (27,345,881)	\$ (25,188,851)
Additions:		
Net rental income	<u>384,300</u>	<u>398,686</u>
Subtotal	(26,961,581)	(24,790,165)
Less:		
Allowable expenses in accordance with the Cooperative Research Act	<u>(2,510,994)</u>	<u>(2,555,716)</u>
Reserve as of November 30	<u>\$ (29,472,575)</u>	<u>\$ (27,345,881)</u>

WESTED
 SCHEDULE OF FINDINGS AND QUESTIONED COSTS
 November 30, 2021

SECTION I – SUMMARY OF AUDITOR’S RESULTS

Financial Statements

Type of auditor’s report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified? Yes X No

Significant deficiencies identified not considered to be material weaknesses? Yes X None Reported

Noncompliance material to financial statements noted? Yes X No

Federal Awards

Internal Control over major programs:

Material weakness(es) identified? Yes X No

Significant deficiencies identified not considered to be material weaknesses? Yes X None Reported

Type of auditor’s report issued on compliance for major programs: Unmodified

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

Identification of major programs:

<u>Name of Federal Program or Cluster Expenditures</u>	<u>Assistance Listing Numbers</u>
Research and Development Cluster	Various* \$ 43,031,347

* All programs reported in the Schedule of Expenditure of Federal Awards are included within the Research and Development Cluster.

Dollar threshold used to distinguish between Type A and Type B programs: \$ 1,290,940

Auditee qualified as low-risk auditee? X Yes No

WESTED
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
November 30, 2021

SECTION II – FINANCIAL STATEMENT FINDINGS

No matters were reported.

(Continued)

WESTED
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
November 30, 2021

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

No matters were reported.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER
MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
WestEd
San Francisco, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of WestEd as of and for the year ended November 30, 2021, and the related notes to the financial statements, which collectively comprise WestEd's basic financial statements, and have issued our report thereon dated March 21, 2022.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered WestEd's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of WestEd's internal control. Accordingly, we do not express an opinion on the effectiveness of WestEd's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether WestEd's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Crowe LLP

Costa Mesa, California
March 21, 2022



INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
FOR EACH MAJOR FEDERAL PROGRAM AND REPORT
ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors
WestEd
San Francisco, California

Report on Compliance for Each Major Federal Program

We have audited WestEd's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of WestEd's major federal programs for the year ended November 30, 2021. WestEd's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of WestEd's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about WestEd's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of WestEd's compliance.

Opinion on Each Major Federal Program

In our opinion, WestEd complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended November 30, 2021.

(Continued)

Report on Internal Control Over Compliance

Management of WestEd is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered WestEd's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of WestEd's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Crowe LLP

Costa Mesa, California
March 21, 2022



APPENDIX B: WestEd Board of Directors

Name	Affiliation	City, State
Glen H Harvey	Chief Executive Officer, WestEd	SAN FRANCISCO, CA
Adam Young	Superintendent, White Pine County School District	ELY, NV
Adela Madrigal Jones	Superintendent, Sanger Unified School District	SANGER, CA
Anand Marri	Dean, Teachers College, Ball State University	MUNCIE, IN
Andrea Rorrer	Associate Dean, College of Education, University of Utah	SALT LAKE CITY, UT
Ann O'Brien	Board President, Arizona School Board Association	PHOENIX, AZ
Annette Reichman	Superintendent, Arizona State Schools for the Deaf and Blind (ASDB)	TUCSON, AZ
Bernice Stafford	Member of Board of Directors and Consultant, Inflexion	LONG BEACH, CA
Beverly J. Hurley	Director of Academic Alliances (Retired), Grand Canyon University	PHOENIX, AZ
Brian Zeiszler	Department Chair, Teacher Education Program, Great Basin College	ELKO, NV
Callie Tyler	Chief of Staff, Arizona Department of Education	PHOENIX, AZ
David Verdugo	Superintendent, Santa Cruz Valley Unified School District No. 35	RIO RICO, AZ
Dennis Potthoff	Dean, School of Education, Nevada State College	HENDERSON, NV
Donald Easton-Brooks	Dean, College of Education and Human Development, University of Nevada, Reno	RENO, NV
Ed Sullivan	Assistant Vice Chancellor, Institutional Research and Analyses California State University Office of the Chancellor	LONG BEACH, CA
Enikia Ford Morthel	Superintendent of Berkeley Public Schools	SAN FRANCISCO, CA
Felicla Ortiz	Member, Nevada State Board of Education	LAS VEGAS, NV
Frances Contreras	Dean, School of Education, University of California, Irvine	IRVINE, CA
Francisco Escobedo	Executive Director, National Center for Urban School Transformation (NCUST) San Diego State University	SAN DIEGO, CA
Fred DuVal	Regent, Arizona Board of Regents	PHOENIX, AZ



Gail Hudson	Grade 5 Teacher, Title I Coordinator, John R. Hummel Elementary	LAS VEGAS, NV
Guilbert C. Hentschke	Dean Emeritus, Rossier School of Education, University of Southern California	LOS ANGELES, CA
Harold Levine	Founding Dean and Professor Emeritus, School of Education University of California, Davis	DAVIS, CA
Jacob Moore	Associate Vice President, Tribal Relations, Arizona State University Office of Government & Community Engagement	TEMPE, AZ
Jhone Ebert	Superintendent of Public Instruction, Nevada Department of Education	CARSON CITY, NV
Jonathan P. Moore	Deputy Superintendent of Student Achievement, Nevada Department of Education	CARSON CITY, NV
Karla Phillips-Krivickas	CEO and Founder Think Inclusion	PHOENIX, AZ
Kathy Hoffman	State Superintendent of Public Instruction, Arizona Department of Education	
Kelli Bernard	Managing Partner, Lighthouse Public Affairs	LOS ANGELES, CA
Kenneth M. Coll (Board Chair)	Director, University of Nevada – Community Behavioral Health Collaborative Professor, Counselor Education Program	RENO, NV
Kimberly A. White-Smith	Dean, School of Leadership and Education Sciences, University of San Diego	SAN DIEGO, CA
Leonard D. Burton	Senior Fellow, Center for The Study of Social Policy	WASHINGTON, DISTRICT OF COLUMBIA
Lexi Cunningham	Utah School Superintendents Association, Executive Director Utah School Board Association, Associate Executive Director	SANDY, UT
Louise Moulding	MEd Program Director, Professor/Research and Assessment Department of Teacher Education, Weber State University	OGDEN, UT
María E. Fránquiz	Professor of Curriculum and Instruction, College of Education, The University of Texas at Austin	AUSTIN, TX
Marquita Grenot-Scheyer	Assistant Vice Chancellor (Retired), The California State University, Office of the Chancellor	LONG BEACH, CA
Mary C. Barlow	Kern County Superintendent of Schools	BAKERSFIELD, CA
Mary Jane Burke	Marin County Superintendent of Schools	MARIN, CA
Mary Nicely	Chief Deputy Superintendent of Public Instruction, California Department of Education	SACRAMENTO, CA
Michelle Young	Dean, School of Education, Loyola Marymount University	LOS ANGELES, CA



WestEd.org

Monica Barajas	Superintendent, Quartzsite Elementary School District	EHRENBERG, AZ
Paul D. Houston	President, Center for Empowered Leadership	TUCSON, AZ
Pedro Noguera	Dean, Rossier School of Education, University of Southern California	LOS ANGELES, CA
Rena Dorph	Director, The Lawrence Hall of Science, University of California, Berkeley	BERKELEY, CA
Richard P. Durán	Professor, Gevirtz Graduate School of Education, University of California, Santa Barbara	SANTA BARBARA, CA
Robbie Koerperich	Superintendent, Holbrook Unified School District #3	HOLBROOK, AZ
Robert S. McCord	Emeritus Associate Professor, Department of Educational Leadership, University of Nevada, Las Vegas	BEND, OR
Ruth Glass	Head of School (Retired), Lake Tahoe School	TUCSON, AZ
Stefanie Phillips	CEO, Chamberlin Education Foundation	RICHMOND, CA
Sydnee Dickson	State Superintendent of Public Instruction, Utah State Board of Education	SALT LAKE CITY, UT
Tacy C. Ashby	Strategic Educational Alliances, Grand Canyon University	PHOENIX, AZ
Terry Hansen	Government Programs Consultant, Strategic Partnerships, LLC	ALEXANDRIA, VA
Tonia Holmes-Sutton	Executive Director, Teach Plus Nevada	LAS VEGAS, NV
William A. Thorne, Jr.	Retired Judge, Utah Court of Appeals	SALT LAKE CITY, UT
William Speer	Director, Mathematics Learning Center, University of Nevada Las Vegas	LAS VEGAS, NV

APPENDIX C:
Resumes of Key Personnel

Jason Breslin

WestEd, 730 Harrison Street, San Francisco, CA 94107

SUMMARY OF RELATED EXPERIENCE

Jason Breslin is a School Improvement Specialist on the Quality Schools and Districts team at WestEd. Breslin has over 15 years of experience in the field of education. Prior to joining WestEd, he was the Director for the Office of Early Learning overseeing New York State's \$1.2B investment into universal prekindergarten. Breslin also worked in the New York State Education Department as an Associate in Education Improvement Services in both the Office of Accountability and the Office of Innovation and School Reform with the New York State Education Department.

Prior to joining the New York State Education Department, he worked as an Instructional Coach for Capital Region BOCES as well as a Nationally Certified Early Childhood Education Teacher. Breslin holds a NYS certification in Early Childhood Education, Childhood Education and Literacy Education, as well as a certification from the National Board for Professional Teaching Standards as an Early Childhood Generalist since 2014. He holds a Master of Science in Literacy as well as a Bachelor of Science in Early Childhood Education and Childhood Education from the College of Saint Rose.

EDUCATION

2010 MS, Education in Literacy Birth, The College of Saint Rose

2007 BS, Childhood Education, The College of Saint Rose

PROFESSIONAL EXPERIENCE

2022-Present

**School Improvement Specialist, Quality Schools and Districts
WestEd, Boston, MA**

Support technical assistance projects for state educational agencies related to school and district improvement with a focus on special populations, educator effectiveness, assessment and accountability, early learning, and college and career readiness. Support school and district leaders in the development of school improvement leadership practices. Work with state and district leaders on effectively supporting school improvement initiative. Design and provide effective professional development engagements to support improvement of teaching, learning, and leadership development. Lead professional development that focuses on protocols with district and school leaders to facilitate PLCs and communities of practice. Collaborate with a

team of professional development providers to analyze district and school needs and plan services. Work with colleagues to support the development of instructional and leadership support programs. Facilitate collaborative efforts among partner organizations. Maintain ongoing communication among and between program staff, clients, and partner organizations. Manage resources (time and budget) to support completion of defined scopes of work. Prepare written reports for internal and external audiences and professional development materials as needed. Write proposals and contribute to overall development efforts.

2019-2022

Chief of Education Programs (Director)

New York State Education Department –Office of Early Learning, Albany, NY

Provided direction and oversight over statewide policies and programs related to Prekindergarten to third grade, including the development of a P-3 learning continuum for students. Engaged in comprehensive budget planning, analysis, and oversight of federal and State funding sources. Provided policy analysis and interpret proposed and current legislation that impacts schools and students in early childhood education. Oversaw the State's \$1 Billion investment in high-quality Prekindergarten programs located in approximately 500 school districts across the State, including the development and implementation of procedures, protocols, and guidelines for monitoring and evaluating early childhood programs. Coordinated monitoring, including site visits, of all federal and State-funded Prekindergarten programs within the Office of Early Learning to determine if programs are operating in compliance with the governing rules and regulations. Provided technical assistance, as necessary, to all federal and State-funded Prekindergarten programs. Develop and present written recommendations, reports or memoranda including policy and evidence-based analysis related to early childhood education for consideration by NYSED leadership, the Commissioner, Board of Regents, Governor's Office, and the legislature. Represented the Department on inter- and intra-agency committees, advisories, and work groups to collaborate on best practices and initiatives to educate students in Prekindergarten to third grade. Oversaw and conduct interviews for any open positions in the Office of Early Learning. Supervised and evaluate staff members annually to provide actionable feedback. Work with other departments within NYSED as well as other state agencies including the Office of Children and Family Services (OCFS), the Department of Health (DOH) and the Council on Children and Families (CCF) to establish a streamlined early childhood system that encompasses both childcare and universal prekindergarten.

2018-2020

Associate in Education Improvement Services

New York State Education Department – Office of Innovation and School Reform, Albany, NY

Served as the main OISR Liaison to the Buffalo and Rochester City School Districts. Ensured the provision of technical assistance and support to schools in Receivership, with a focus on assisting receivers to effectively carry out their responsibilities and to support the improvement efforts of underperforming and chronically underperforming schools. Conducted and organized site visits to discuss progress towards Demonstrable Improvement Indicators for schools in

Receivership as well as leave next step recommendations to assist the school in moving forward. Conducted, organized, and managed Independent Monitor calls for two schools who were doing a phase-in/phase-out model for their low performing skills. Reviewed required documents from schools in Receivership, such as Mid-Year reports, Quarterly Reports, and Continuation Plans. Reviewed and approved over \$54 million in awarded Persistently Struggling School Grants as well as Community School Grants and School Improvement Grants for those school receiving grants from the Office of Innovation and School Reform.

2017-2018

Associate in Education Improvement Services

New York State Education Department – Office of Accountability, Albany, NY

Implemented and coordinated school and districts visits in protocol with the DTSDE process for school improvement. Conducted conference calls with principals, Integrated Intervention Team members, as well as Outside Education Experts. Co-Crafted and provided recommendations for Focus/Priority Schools and Districts and provided rationales that led to the recommendations. Followed protocols set out by the New York State Education Department to ensure school visits were conducted with fidelity. Reviewed School Comprehensive Education Plans and School Improvement Grants to provide feedback in fiscal and human resources to promote school improvement. Provided technical assistance to internal and external stakeholders involved in the DTSDE process. Conducted District Technical Assistance Reviews to assist Districts with next steps on topics they identified as their greatest area of need.

2015-2017

Instructional Coach – ELA K-12 and Mathematics K-6

Instructed teachers on best practices in both ELA and Mathematics to improve student achievement. Analyzed NYS test data and local data to provide Data Driven Instruction (DDI) to teachers. Provided professional development on areas such as guided reading, mathematical practices, academic vocabulary, Social Studies Frameworks, and working with the NYS Modules. Collaborated with teachers, principals, and superintendents to work towards district initiatives. Collaborated with other coaches and paraprofessionals to work on a “Turning Data into Actionable Information” initiative. Provided professional development in the area of ELA instruction, Fountas and Pinnell benchmarking system, primary mathematics, and best practices in the classroom.

2011-2015

Kindergarten Teacher (Tenured Position)

Walter B. Howard Elementary School, New Lebanon, New York

Created and implemented lessons in mathematics, literacy, social studies, and science through integrated weekly or biweekly units that have students achieve above state level expectations. Adapted and modified New York State Curriculum Maps to meet the Common Core Curriculum Maps in ELA and Mathematics. Collaborated with Early Intervention teacher, Speech teacher, as well as Occupational Therapy teacher to meet the needs of special education students. Established and maintained a balanced-literacy program where students participated in learning

centers as well as flexible guided reading groups. Established a positive rapport with parents through weekly phone calls home as well as weekly newsletters. Developed higher expectations of Kindergarten sight words from 25 to 70 through research on child development. Integrated technology such as Nooks, iPads and Leap Pads into the classroom to build math and literacy skills. Co-writer of a grant to support multiculturalism within the school building. Obtained training on both the ELA and Mathematic NYS Modules that aligns to new Common Core Standards. Experience with writing SLOs and APPR plan for the New Lebanon Central School District. Social Studies Curriculum Coordinator for the Elementary Building. Responsible for aligning curriculum to NYS Frameworks and work with K-6 teachers on implementing these standards into the classroom as well as find and develop materials for teachers to use to enhance their curriculum.

2010-2011

Third Grade Teacher (One-Year Leave Position)

Walter B. Howard Elementary School, New Lebanon, New York

Established and maintained a positive rapport with parents through a weekly newsletter as well as a weekly behavior contracts. Developed and implemented an interdisciplinary "Around the World" social studies unit that focused on Australia, Mexico, China, and Ireland. Prepared students for the NYS Exams in Mathematics and English Language Arts Collaborated with the Special Education teacher to modify and prepare lessons for a student with Autism as well as others who were classified as learning disabled.

2009-2010

Kindergarten Teacher (Probationary Position)

Edward J. Arthur Elementary School, Athens, New York

Created and implemented lessons in mathematics, literacy, social studies, and science through integrated weekly or biweekly units. Collaborated with AIS teacher to develop action plans for three students struggling with literacy skills. Established a positive rapport with parents by contacting them via phone calls and through a weekly newsletter. Maintained a Balanced Literacy Program, which included guided reading groups, shared reading, shared writing, journal writing, and read-alouds. Co-facilitated a food drive with the other Kindergarten teachers to help out less fortunate families in the community.

2007-2009

Elementary Teacher (Maternity Leave)

North Colonie Central School District, Latham, NY

SELECTED PROFESSIONAL ACTIVITIES

- Member, Governor's Task Force on Early Childhood Education (2019–present)
- Executive Committee Member, New York State Parenting Education Partnership (2019–present)

- Pending Member, Early Childhood Advisory Council (2019–present)
- Member, National Alliance for the Education of Young Children (2019–present)
- Member, Statewide Network Curriculum and Development – Early Childhood (2016–2017)
- Member, Association for Supervision and Curriculum Development (2015–present)
- Educator Voice Fellow, America Achieves (2015–2016)
- NY Core Advocate. Achieve the Core (2015–2016)
- Member, Statewide Network Curriculum and Development – ELA (2015–2017)
- Field Tester, National Board for Professional Teaching Standards (2014–2015)
- Assessment Reviewer, QUESTAR III BOCES (2014–2015)
- Wii Club Advisor, Walter B. Howard Elementary School (2014–2015)
- Curriculum Coordinator, Social Studies Grades K-6 (2012–2015)
- Teacher Liaison, Columbia-Greene County Film Project (2014)
- Co-Writer, Multicultural Grant for Walter B. Howard Elementary (2012–2013)
- Test Creator/Review, QUESTAR III BOCES (2012–2013)
- Member, Walter B. Howard Shared Decision Making Team (2011–2013)
- Group Leader, Friday "Knights" Program at Saint Rose (2008)
- President, Kappa Delta Pi International Honor Society in Education (2006–2007)
- Member, Kappa Delta Pi International Honor Society in Education (2005–2010)

Felicia Brown Reed

WestEd, 730 Harrison Street, San Francisco, CA 94107

SUMMARY OF RELATED EXPERIENCE

Felicia Brown Reed provides technical assistance and strategic support to state education agencies and school districts across the country. Through facilitation, process management, and strategic analysis, she organizes teams of leaders to set goals, create policy, and make improvements in the name of more equitable educational opportunities for students. Reed's work experience has primarily centered around community engagement and partnerships, strategic planning, systems improvement, resource strategy, adult learning design, implementation monitoring, and education policy. Prior to joining WestEd, Felicia served at the Rhode Island Department of Education and various national education non-profits.

EDUCATION

- 2020 Certificate, Education Finance, Georgetown University, Washington, DC
- 2017 MEd, Educational Leadership, The Broad Center, Los Angeles, CA
- 2012 Certificate, Education Policy, Institute for Educational Leadership, Boston, MA
- 2009 MEd, School Leadership, Harvard Graduate School of Education, Cambridge, MA
- 2006 BA, Human Development / East Asian Studies, Connecticut College, New London, CT

PROFESSIONAL EXPERIENCE

2017–Present

Senior Systems Transformation Specialist, Strategic Resource Planning and Implementation Team, WestEd, Boston, MA

Design, implement, and manage thorough needs assessment, strategic improvement planning, and progress monitoring processes for states, schools, and districts by collecting and analyzing qualitative, quantitative and stakeholder input data; Lead technical assistance teams to build capacity and organizational coherence in state education agencies; Facilitate and design professional learning experiences on school finance, federal policy, stakeholder engagement, strategic planning, and other topics as needed.

2015–2017

**Broad Resident Fellow, Office of the Commissioner
Rhode Island Department of Education, Providence, RI**

Co-led stakeholder engagement, policy writing, and early implementation of a more responsive and flexible state diploma system and revise the RI Secondary School Regulations impacting ~11,000 students in each graduating class; Designed and facilitated state-wide stakeholder consultation process, including 40+ events and 500+ community members and field leaders; analyzed stakeholder input to inform state adoption of the Every Student Succeeds Act; Developed and managed 18-month agency-wide work plan to complete the ESSA state plan through team leadership, project tracking, and task coaching, while ensuring alignment with strategic plan and leadership vision.

2015

**Coaching Partnerships Consultant, Office of Early Childhood Education
New York City Department of Education, New York, NY**

Established systems and strategies to streamline effective coordination between internal coaching staff and coaching specialists from partner organizations to improve professional development in early childhood programs.

2012–2014

**Regional Impact Director, Midwest Regional Site Operations
City Year, Inc., Boston, MA**

Developed strategies to implement against new national vision and goals; trained and coached staff to execute; Built and supported use of systems to collect, analyze, and utilize quantitative and qualitative data to regularly monitor progress toward goals, course correct as needed, and set appropriate targets, priorities and action plans.

2010–2012

**Senior Manager of School and District Partnerships
Office of Strategy and Growth City Year, Inc., Boston, MA**

Designed and led network-wide adoption of national strategy for developing partnerships with schools and districts; Trained and supported staff to initiate partnerships, increase program integration, identify funding and growth opportunities, integrate with school reform strategies, and improve student academic outcomes and school culture.

2009–2010

**Program and Operation Manager, National Start-up Team
Summer Advantage USA, Boston, MA/ Indianapolis, IN**

Conducted research design and data collection activities under the supervision of the College of Launched start-up operation systems for managing student data, recruitment, personnel, and student programming; Partnered with 20+ schools in central Indiana to recruit students for high quality summer learning program.

2006–2008

**AmeriCorps Member, Whole School Whole Child Team
City Year Boston., Boston, MA**

Provided full time instructional support, tutoring, and school culture activities in public elementary school; Developed award-winning academic and social-emotional learning programs and managed teams to implement.

Contann Dabney

WestEd, 730 Harrison Street, San Francisco, CA 94107

SUMMARY OF RELATED EXPERIENCE

As a WestEd Senior School and District Improvement Facilitator, Contann Dabney leads services that support effective school improvement projects within and across schools, districts, and states. She is an educational leader with well-developed leadership, collaboration, and coaching skills. She has a strong background and expertise in data-driven practices for school improvement.

Previously, Dabney served as an Associate Superintendent of School Leadership, where she oversaw school improvement, operations, and leadership development. This position represented one of the district's key levers for turning around its lowest-performing schools and supporting continuous improvement in all schools. Dabney acted as a thought partner, problem-solver, and change agent to internal and external educational partners with an unwavering commitment to school improvement.

EDUCATION

- 2007 MS, Education Administration, Canisius College
- 1997 MAE, Mathematics, State University of New York at Buffalo
- 1995 BA, Psychology, State University of New York at Buffalo

PROFESSIONAL EXPERIENCE

2021–Present
School and District Senior Facilitator
WestEd, Woburn, MA

Support technical assistance projects for state educational agencies related to school and district improvement with a focus on special populations, educator effectiveness, assessment and accountability, early learning, and college and career readiness. Support school and district leaders in the development of school improvement leadership practices. Work with state and district leaders on effectively supporting school improvement initiative. Design and provide effective professional development engagements to support improvement of teaching, learning, and leadership development. Lead professional development that focuses on protocols with district and school leaders to facilitate PLCs and communities of practice. Collaborate with a team of professional development providers to analyze district and school needs and plan

services. Work with colleagues to support the development of instructional and leadership support programs. Facilitate collaborative efforts among partner organizations. Maintain ongoing communication among and between program staff, clients, and partner organizations. Manage resources (time and budget) to support completion of defined scopes of work. Prepare written reports for internal and external audiences and professional development materials as needed. Write proposals and contribute to overall development efforts.

2019–2021

**Associate Superintendent of School Leadership
Buffalo Public Schools, Buffalo, NY**

Oversaw Probationary Principal Coaching program, training, and facilitating all aspects of the program. Created District Assistant Principal Leadership Program to assist in the development of proficient school leadership teams. Collaborated with fellow cabinet members to organize districtwide efforts and resources to support district's strategy for school turnaround, school improvement, and instruction and supports for students. Collaboratively monitored implementation of school turnaround, school improvement, and instruction and supports for students and adjust strategy as needed. Served as the district's primary supervisor of and support provider for approximately 14 schools. Created District Assistant Principal Leadership Program to assist in the development of proficient school-based leaders. Supported principals to establish a culture of data-based decision-making. Built capacity to use data collaboratively, continuously, and effectively to improve teaching and learning. Supported principals to identify staff and student needs and suggest leadership strategies to promote continuous improvement in performance. Designed individual coaching sessions with administrative teams that focus on targeted intervention to continuously improve school performance. Facilitated professional development for principals and assistant principals (Leadership Institutes, Learning Walks, Probationary Administrators' Meetings, Summer Retreat, Monthly Principals Meetings). Assisted building leadership to review recommendations from DTSDE reports and translate recommendations to SCEPs and SIGs and actionable outcomes. Supported and addressed principals' needs related to curriculum and instruction, professional development, human resources, operations, facilities, and finance. Evaluated principals' performance, as well as create principal support plans as needed. Assisted principals in performance management concerns with staff.

2016–2019

**Principal Coach
Buffalo Public Schools, Buffalo, NY**

Worked with principals to enhance their leadership competencies, support their building organizational capacity, and improve instructional quality on behalf of their students. Coached principals in obtaining a deeper, keen understanding of their school's context using a systems-thinking approach to illuminate the complex organizational dynamics and relationships. Conducted regular ongoing conversations, interactions, and coaching sessions designed to address principals' developmental goals. Offered timely and honest feedback to enhance leadership practices and improve academic performance. Coached to ensure principal

leadership skills included CLRT strategies and addressed disproportionality issues that result in increased academic achievement for all students in the district.

2012–2019

Principal

Buffalo Public Schools, Buffalo, NY

Successfully led both schools (ECC #17 and Dr. Lydia T Wright) out of NYS Receivership Status. Collaboratively developed and implemented a shared vision and mission for the school and articulated expectations for teaching and learning to all educational partners. Involved the school's educational partners to collect and use data to identify goals, assess organizational effectiveness, and promote organizational learning. Wrote and implemented a CEP plan to achieve the school's goals, promoted continuous and sustainable improvements, and monitored, evaluated, and revised the plan with educational partners. Provided leadership, encouragement, opportunities, and structure for all staff to design a comprehensive, coherent curricular program in order to implement more effective teaching and rigorous learning experiences for all students. Evaluated staff and provided ongoing coaching and written feedback on effective teaching for continuous improvement. Developed the instructional and leadership capacity of staff by providing professional learning opportunities that directly enhanced their performance and improved student learning. Allocated and aligned human, physical, and instructional materials and technology resources responsibly, efficiently, and effectively. Provided ongoing support and professional learning opportunities to ensure teacher and organizational time is focused to support quality teaching and learning for all students. Promoted and supported a structure that engages family and community involvement in the educational system.

2008–2012

Assistant Principal

Dr. Lydia T. Wright School of Excellence, Buffalo, NY

1998–2008

Elementary Teacher

Buffalo Public Schools, Buffalo, NY

PROFESSIONAL AFFILIATIONS

- Principal Advisory Team Member—Buffalo, New York
- BCSA Executive Board Member—Buffalo, New York
- Association for Supervision and Curriculum Development—ASCD
- Profession Phi Delta Kappa International Association
- National Education Association

Terry Hofer

WestEd, 730 Harrison Street, San Francisco, CA 94107

SUMMARY OF RELATED EXPERIENCE

Terry Hofer is Director of New York School & District Services in the Learning Innovations Program at WestEd. Hofer engages with school and district leaders to develop a customized set of research-based activities to be delivered by WestEd team members with carefully matched expertise.

In various roles at WestEd, Hofer has provided leadership coaching and school transformation support to numerous School Improvement Grant (SIG) schools. Evidence of impact has been noted on schools exiting priority school status, meeting "demonstrable indicators," and increasing leading indicators tracked using the Comprehensive Assessment of Leadership for Learning (CALL). Hofer also provides technical assistance to two federally-funded centers – the Mid-Atlantic Comprehensive Center (MACC) and the Center on Education Equity (CEE).

Hofer relates well to clients in all settings, having previously served in rural, suburban and urban public school districts in roles including elementary and middle school teacher, elementary principal, and district-level administrator. At each level, Hofer engaged committed and diverse teams to tackle complex challenges. At the district level, this included efforts to maximize impact of \$30+ million in annual federal grant funds, operationalizing a districtwide socioeconomic integration campaign, opening two new college prep high school options for families and students, and establishing three parent information and student registration centers.

Prior to joining WestEd, Hofer was Senior Vice President of Administration & Accountability for an education management organization offering a portfolio of services including charter schools, private schools, school turnaround support, school reviews, professional development, parent engagement, and supplemental educational services.

EDUCATION

- 2008 EdD, Executive Leadership, St. John Fisher College
- 1999 MEd, Educational Administration, Canisius College
- 1994 NYS Teacher Certification, Elementary Education, St. John Fisher College
- 1993 BA, History, SUNY at Buffalo

PROFESSIONAL EXPERIENCE

2013–Present

Director, School Improvement
WestEd, Boston, MA

School Transformation Coach providing leadership coaching and coordination of WestEd school and district services in New York and beyond. Current and/or past projects range from those in receivership and school improvement, to high-performing schools seeking to strengthen leadership and advance key initiatives, to needs assessments for charter and public schools. Provides technical assistance to two federally-funded centers – the Mid-Atlantic Comprehensive Center (MACC) and the Center on Education Equity (CEE).

2009–2013

Senior Vice President, Administration & Accountability
Global Partnership Schools, Inc. New York, NY

Senior Executive at an education management organization (EMO) offering a portfolio of services including charter schools, private schools, school turnaround support, school reviews, professional development, after-school programming and blended learning. Led national operations of supplemental educational services across 17 states and 50+ school districts, including early incorporation of the Common Core State Standards.

2002–2009

Director, Grant & Program Accountability
Rochester City School District, Rochester, NY

District-level administrator responsible for the management and monitoring of \$34 million in federal grants, including Title I, Title IIa, and Title V. Administered supplemental educational services program featured in U.S. Dept. of Education publication. Served as project director for the development and opening of Northeast College Prep and Northwest College Prep high schools in partnership with The College Board. Also, served as liaison to District-wide parent group, District Advisory Council to Title I (DACT), operationalized the Board-adopted Parent Preference/Managed Choice student assignment policy, and opened three Parent Information and Student Registration Centers throughout the city.

2000–2002

Elementary School Principal
Honeoye Central School District, Honeoye, NY

Innovative principal and committee on special education chairperson of a k-5 school with 535 students. Introduced a differentiated instruction focus, a character education program, new teacher orientation and mentoring program, summer learning program, innovative extended day program, Instructional Support Team model, and an early childhood SPOT (speech, occupational therapy and physical therapy) model.

1997–2000

**Middle School Teacher (Technology) and Elementary Teacher
Pittsford Central School District, Pittsford, NY**

Taught classes in grades 3-6, while participating in leadership roles on the Budget Review Committee, Religious Observances Committee, District Math Steering Committee. Also engaged in leadership opportunities as a District-wide 5th Grade Team Leader and a District Instructional Coach. Completed an administrative internship which featured the planning and delivery of an ELA summer workshop for all staff that yielded an ELA passing score increase from 67% to 95% in one year.

1995–1997

**Elementary School Teacher
Alden Central School District, Alden, NY**

Nominated by building principal for Sallie Mae First Year Teacher Award. Founding member of Teacher Center Policy Board, Kids Voting USA Building Coordinator, Standards Review Committee member and District-wide 5th Grade Team Leader.

SELECTED PROFESSIONAL ACTIVITIES

- New York Board Member & Communications Chairperson, National Association of Federal Education Program Administrators
- Federal Reviewer, High-Quality Supplemental Educational Services Program
- Federal Reviewer, Federal Magnet Schools Assistance Program
- Member, New York State Committee of Practitioners (2006-2009)

Ebony S. Jason

WestEd, 730 Harrison Street, San Francisco, CA 94107

SUMMARY OF RELATED EXPERIENCE

Ebony Jason is a School Improvement Facilitator, Math Specialist with WestEd's Quality Schools and Districts content area. As a School Improvement Facilitator, Ms. Jason's responsibilities are to work along school leadership, teachers, and district leaders to help support improvement of teaching and learning. She is experienced in coaching and curriculum design, facilitation of professional development for instructional needs for educators, school culture change implementation, and more.

Prior to joining WestEd, Ms. Jason brings experience as a math educator and curriculum coach from primary to post-secondary. She has earned her Bachelor of Science in Math from Shaw University followed by a Master in School Administration from North Carolina State University.

EDUCATION

2012 MA, School Administration, North Carolina State University

2008 BS, Mathematics, Shaw University

PROFESSIONAL EXPERIENCE

2021–Present

**School Improvement Facilitator, Math Specialist
WestEd, Boston, MA**

Serves as a School Improvement Facilitator, Math Specialist for Quality Schools and Districts. Responsibilities are as follows: collect and analyze district and school data to identify strengths and needs in order to plan service; design, coordinate, and facilitate professional learning to support improvement of teaching and learning; coach teachers, provide feedback, and assist them as they design and implement evidence-based teaching practices; provide technical assistance and coordination to local, county, regional, and/or state school improvement efforts; and maintain ongoing communication among and between program staff, clients, and partner organizations.

2015–2021

**Instructional Services, High Mathematics Curriculum Coach & Math Teacher
Forsyth County Public Schools/Carver High School, Winston-Salem, NC**

As Instructional Services, High Mathematics Curriculum Coach, Ms. Jason provided consultative and instructional support to teachers; created and identified academic resources; conduct demonstration lessons in content areas; modeled effective lesson planning, implementation, and reflective teaching; held conference with individuals, grade levels, and teams about curriculum and instructional initiatives; and created and provided professional learning opportunities around the content.

2012–2015

**System-Wide Testing and Accountability Director
Warren County Public Schools, Warrenton, NC**

As System-Wide Testing and Accountability Director, Ms. Jason implemented and coordinated the required state and local assessments; analyzed and interpreted student testing data; provided reports and information to all stakeholders; maintained student testing and assessment services within established state and local guidelines; and trained and managed twelve school-based testing coordinators.

2012–2015

**Interim School Improvement Grant Director/Data Coach
Warren County Public Schools, Warrenton, NC**

As Interim School Improvement Grant Director/Data Coach, Ms. Jason assisted the school in the disaggregation of student achievement data generated from formative and summative assessments; performed classroom observations; trained school personnel to lead data responsive professional learning communities; worked with school administrators and the school improvement team to bring about change in the school culture; and oversaw a one million dollar federally funded budget.

2011–2012

**Northeast Leadership Academy Principal Fellow
Mariam Boyd Elementary School, Warrenton, NC**

Received formal principal training while performing the daily task of an Assistant Principal, and facilitated school and district professional development for instructional needs and Common Core State Standards.

2009–2011

**Algebra I & II Teacher
Bertie Preparatory High School, Windsor, NC**

Facilitated learning using different instructional strategies, and collaborated with other professionals in and out of the district to incorporate the most effective best practices and teaching strategies.

2009–2011

Adjunct Math Professor

Martin Community College, Williamston, NC

Facilitated math courses for the Adult Learners community college program.

SELECTED PUBLICATIONS AND PRESENTATIONS

Jason, E. S. (2020). *Equity in the math classroom*. In Proceedings of the North Carolina Council of Teachers of Math Annual Conference.

Jason, E. S. (2019). *Meeting digital competencies in high needs high school mathematics*. In Proceedings of the North Carolina Council of Teachers of Math Conference. In Proceedings of the North Carolina Council of Teachers of Math Annual Conference.

SELECTED PROFESSIONAL ACTIVITIES

- Read to Achieve Accountability Coordinator
- Districtwide Data Analyst
- Districtwide EVAAS Coordinator
- Community Forums on School Performance
- Districtwide Analysis of Student Work Trainer
- Five Dimensions of Effective Instructional Leadership
- North Carolina School of Science and Math Labs for Learning District Liaison
- NC DPI: Early Childhood Education, Exceptional Children, Academically Gifted, Teacher Evaluation, Positive Behavioral Supports, Response to Intervention
- Crucial Conversations and Conflict Resolution
- Certified Training in Restorative Practices
- Distinguished Leadership in Practice
- Culture of Change and Social Justice
- Understanding by Backwards Design

Kevin Perks, PhD

WestEd, 730 Harrison Street, San Francisco, CA 94107

SUMMARY OF RELATED EXPERIENCE

Kevin Perks is the Area Director for Quality Schools and Districts at WestEd. In this role he is responsible for directing the development and expansion of school and district improvement services and projects across the country. In his work with schools, districts, and state education agencies, Kevin applies his expertise in the areas of school improvement, standards-aligned and evidence-based curriculum, instruction, assessment, literacy, student engagement, and adult learning to drive equitable school and district improvement, particularly for students who have been historically underserved. Kevin is also the principal designer for WestEd's VITAL Collaboration and Reading to Learn services. He is the series editor for a subscription service to educational leaders provided by the New York State Council of School Superintendent, and is the author of *Motivation to Learn: Transforming Classroom Culture to Support Student Achievement*, published by Corwin.

EDUCATION

- 2010 PhD, Education, University of New Hampshire
- 1999 Doctoral Student, Columbia University
- 1996 MAT, University of Chicago
- 1995 BA, Boston University

PROFESSIONAL EXPERIENCE

2021- Present
Content Area Team Director, Quality Schools & Districts
WestEd, Boston MA

Oversees WestEd's portfolio of services that grow capacity to improve equitable outcomes for students in high priority schools. He specializes in organizational and systems-based school and district improvement services, and is responsible for managing a portfolio of over \$30,000,000 in annual revenue.

2017–2021

**School Improvement Manager, Quality Schools & Districts
WestEd, Boston MA**

Led a team that was part of the Quality Schools and Districts content area that provides coaching and consulting to schools, districts, and state departments of education. Managed a portfolio of over 40 contracts. Developed the VITAL Collaboration and Reading the Learn services. Series editor and principal writer for LEAF, Inc., a subscription service for the New York State Council of School Superintendents. Provide support to the Region 2 Comprehensive Center.

2014–2017

**Senior Program Associate, Learning Innovations
WestEd, Boston, MA**

Responsible for generating new work and providing direct services to schools, districts, and state departments of education around research-based and evidence-based practices of standards-based curriculum, instruction, assessment, literacy, motivation and engagement, and teacher effectiveness. Led large and multi-district initiatives. Provided supervision for three to five staff members. Supported the Northeast Comprehensive Center.

2012–2014

**Program Associate, Learning Innovations
WestEd, Boston, MA**

Responsible for providing direct services to schools, districts, and SEAs around research-based and evidence-based practices of standards-based curriculum, instruction, assessment, literacy, motivation and engagement, and teacher effectiveness. Provided support to the Northeast Comprehensive Center. Created the Reading to Learn service.

2008–2012

**Coordinator for Literacy & Curriculum
School Administrative Unit #60, North Berwick, ME**

Lead the development and implementation of curriculum for all schools in the district. Also, in charge of providing professional learning for all staff in the district. Principal grant writer jointly responsible for acquiring over 1.5 million dollars in grant funds to the district.

2006–2012

**President
Center for the Advancement of Educational Practice, Acton, ME**

Educational consultant contracted to support curriculum, instruction, assessment, and strategic planning in schools and districts throughout New England. Played key roles in national projects that included the development of an Adolescent Literacy Toolkit for the Chief Council of States School Officers, as well as the revision of the writing rubrics for the GED Testing Service through the American Council of Education.

2004–2008

Literacy Coordinator, Noble High School

School Administrative Unit #60, North Berwick, ME

In charge of improving student literacy performance school-wide. Developed the Noble Literacy Center, which provides three levels of intervention for struggling readers. Also, in charge of providing professional learning for all staff in the school. Successes in student literacy achievement during this time received state and national level recognition.

2001–2004

English Teacher, Noble High School

School Administrative Unit #60, North Berwick, ME

Taught high school English Language Arts. Other responsibilities included cross-country coach, grant-writer, member of school leadership team.

1999–2001

English Teacher, Ridgefield High School

Ridgefield Public Schools, Ridgefield, CT

High School English Teacher. Lead initiative to begin de-tracking across the school. As a result, the school eliminate the lowest track in the school. Swim coach.

1996–1999

Elementary & Middle School Teacher

Marbury Academy, Columbus, OH

Classroom teacher. Developed and taught a multi-age classroom for students with ADHD, dyslexia, and other special needs that spanned grades 4 through 6. Tutor for students with dyslexia and math challenges.

1993–1994

Outdoor Educator

Stone Environmental Schools of New England, Freedom, NH

Outdoor instructor for an environmental education program that provided weeklong instruction to groups of elementary and middle school students from across New England.

2007–2009

Student Research Assistant, College of Engineering

Stanford University, Stanford, CA

Conducted research design and data collection activities under the supervision of the College of Engineering faculty.

SELECTED PUBLICATIONS AND PRESENTATIONS

Perks, K. (Ed.) (2022). *School and District Improvement: A Guide for Superintendents and District Leaders*. Teachers College Press. Unpublished manuscript.

Perks, K. (2021). Sustaining student engagement: Two practices to keep. *LEAF Subscription for Professional Learning*. Vol. 7, Issue 3. Leadership for Educational Achievement Foundation, Inc.

Perks, K. (2020). Is collaboration improving teaching and learning in your school? A tool for measuring collaboration quality. *LEAF Subscription for Professional Learning*. Vol. 6, Issue 2. Leadership for Educational Achievement Foundation, Inc.

Perks, K., Rosenfeld, B. (2019). A strengths-based approach to assessment rubrics. *LEAF Subscription for Professional Learning*. Vol. 5, Issue 5. Leadership for Educational Achievement Foundation, Inc.

Perks, K., Rosenfeld, B. (2019). Conducting a targeted curriculum review. *LEAF Subscription for Professional Learning*. Vol. 5, Issue 4. Leadership for Educational Achievement Foundation, Inc.

Perks, K. (2018). Improving student learning through evidence-based vocabulary instruction. *LEAF Subscription for Professional Learning*. Vol. 4, Issue 4. Leadership for Educational Achievement Foundation, Inc.

Perks, K. (2017). Building district and school capacity for supporting evidence-based practice. *LEAF Subscription for Professional Learning*. Vol. 4, Issue 2. Leadership for Educational Achievement Foundation, Inc.

Perks, K., Gerzon, N. (2017). Using standards to improve assessment literacy: An assessment validation protocol. *LEAF Subscription for Professional Learning*. Vol. 3, Issue 6. Leadership for Educational Achievement Foundation, Inc.

Perks, K. (2017, July). A Standards-Driven Lesson Tuning Protocol. *LEAF Subscription for Professional Learning*. Vol. 3, Issue 5. Leadership for Educational Achievement Foundation, Inc.

Perks, K., Rosenfeld, B. & Hofer, T. (2017). A Transformative process of schoolwide inquiry: A standards-driven framework for improving teaching and learning. *LEAF Subscription for Professional Learning*. Vol. 3, Issue 4. Leadership for Educational Achievement Foundation, Inc.

Perks, K., & Morrow, C. (2017). Process for developing common understanding of academic standards. *LEAF Subscription for Professional Learning*. Vol. 3, Issue 3. Leadership for Educational Achievement Foundation, Inc.

Perks, Kevin. (2017). What are professional learning communities? *Councilgram: Connecting the School Leadership Community*. Vol. 6, Issue 2. The New York State Council of School Superintendents.

Perks, K., & Rosenfeld, B. (2017). Why standards are difficult to understand (and how educators can develop shared understanding). *LEAF Subscription for Professional Learning*. Vol. 3, Issue 2. Leadership for Educational Achievement Foundation, Inc.

Perks, K., Hofer, T. & Morrow, C. (2016). Using learning standards to enhance teaching and learning. *LEAF Subscription for Professional Learning*. Vol. 3, Issue 1. Leadership for Educational Achievement Foundation, Inc.

Perks, K. (2015, November). Achieving the promise of professional learning communities. *LEAF Subscription for Professional Learning*. Leadership for Educational Achievement Foundation, Inc.

Perks, K. (2015, November 10). *Reading to Learn: Close reading in the K–12 content areas*. WestEd Webinar Series. Retrieved from <https://www.wested.org/resources/reading-to-learn/>

Perks, K. (2014). Capturing the current: How to encourage teacher motivation. *LEAF Subscription for Professional Learning*. Leadership for Educational Achievement Foundation, Inc.

Perks, K. (2014). A closer look at close reading. *LEAF Subscription for Professional Learning*. Leadership for Educational Achievement Foundation, Inc.

Middleton, M., & Perks, K. (2014). *Motivation to learn: Transforming classroom culture to support student achievement*. Thousand Oaks, CA: Corwin Press.

Perks, K., & Middleton, M. (2014, September). Navigating the classroom current. *Educational Leadership*, 48–52.

Perks, K. (2010, March/April). Crafting effective choices to motivate students. *Adolescent Literacy in Perspective*. Ohio Resource Center.

Perks, K. (2006, September). Fun, easy, and effective: SSR as a high school practice. *Horace*. Coalition of Essential Schools.

Perks, K. (2005). Dialogue folders: Creating space to engage students in conversation about their writing. In E. Kahn, L. R. Johannessen, T. McCann, P. Smagorinsky, & M. W. Smith (Eds.), *Reflective teaching. reflective learning*. Portsmouth, NH: Heinemann Press.

Giselle, Sherry-Marsh

WestEd, 730 Harrison Street, San Francisco, CA 94107

SUMMARY OF RELATED EXPERIENCE

Giselle Sherry-Marsh is a school and district improvement specialist at WestEd, where she assists SEA, LEA and school leaders with the application of the Four Domains for Rapid School Improvement to support continuous improvement efforts. Sherry-Marsh joined WestEd with over ten years of successful school turnaround experience within urban and suburban schools and districts. She was a successful school turnaround principal before transitioning to a district office role as the Director of School Improvement, Accountability and Assessment for a southeast school district.

In that role, she coached district and school teams on using data to facilitate school improvement efforts. Her strategic approach to turnaround helped 100% of the district's low performing schools improve their differentiated accountability status. While leading school turnaround for the district, Sherry-Marsh also worked to develop teacher leaders and supported principals navigating their approach to school culture.

Sherry-Marsh is a graduate of Florida State University where she earned both her BS in Science Education with a specialization in Chemistry and her MS in Educational Leadership and Policy Studies.

EDUCATION

2009 MS, Educational Leadership, Florida State University

2005 BS, Science Education with a specialization in Chemistry, Florida State University

PROFESSIONAL EXPERIENCE

2021-Present

School and District Improvement Specialist

WestEd, Tallahassee, Florida

Assists SEA, LEA and school leaders with the application of the Four Domains for Rapid School Improvement to support continuous improvement efforts.

2017 – 2021

Director

Leon County Schools, Tallahassee, FL

Worked collaboratively with all elementary, middle and high schools to support efforts in school improvement, accountability and testing. Worked as the liaison between the SEA and district to develop and maintain a professional relationship while executing administrative procedures. Provided technical assistance and consultation for short and long term planning for school and program objectives. Managed cross functional collaboration and budgeting to support Title I, Title IV and UniSig grant dollars.

2013-2017

Principal

Augusta Raa Middle School, Tallahassee, FL

Required decision-making which addressed student learning, staff development, evaluation, supervision, hiring, scheduling, facilities, planning, records, transportation and public relations. The position provided significant leeway to set objectives and determine methodology or techniques to accomplish results.

2010-2013

Assistant Principal

Cobb Middle School, Tallahassee, FL

Required the regular exercise of independent discretion and judgment within defined policy parameters in the area of curriculum and assessment. Determined priorities, organized work and navigated procedures specific to course scheduling, inventory, document processing and student activities.

2005-2010

Teacher

Chiles High School, Tallahassee, FL

Taught 10th, 11th, and 12th grade Honors and General Chemistry. Planned and conducted hands-on science lessons. Integrated technology into classroom lessons and procedures.

2004-2009

Teacher

Mad Science, Tallahassee, FL

Taught a variety of science lessons, from Kindergarten through Middle School. Used international science enrichment programs to enhance student knowledge of science.

2002-2004

Laboratory Manager

McGlynn Laboratories, Tallahassee, FL

Supervised qualitative and quantitative chemical analysis of water and soil samples. Conducted water sampling and field work in hostile and adverse weather conditions. Organized groups to perform multi-tasking jobs within the laboratory.

SELECTED PROFESSIONAL ACTIVITIES

- Glenn-Howell Distinguished Educator of the Year – Leon County Schools (2015)
- Leadership in Science Education – Big Bend/Leon Association for Science Teaching (2012)
- Glenn-Howell Distinguished Education of the Year - Chiles High School (2009)
- Glenn-Howell Distinguished Educator of the Year - Chiles High School (2007)

Susan Villani

WestEd, 300 Unicorn Park Drive, 5th floor, Woburn, MA 01801

SUMMARY OF RELATED EXPERIENCE

Keeping Equity at the Center

Dr. Susan Villani has worked on equity issues for much of her career. Through MAEC's Center for Education Equity she has spearheaded the development of the following resource guides/toolkits: *A Time to Act: How School Superintendents Keep Equity at the Center of Their Leadership*, *A Data Inquiry Guide for Identifying and Addressing Equity Gaps* and *A Restorative Practices Toolkit for Administrators and Teacher Leaders*. She has taught administrators and teachers how to do equity data inquiry and set and implement goals to assure that all students have equitable opportunities and meet or exceed academic standards.

Dr. Villani is leading a project with a regional group of superintendents in NY to have data dialogues about regional data and write regional equity goals based on their findings. She has presented on Restorative Practice in NY, MA, and NH, and works with administrators, teachers, and multi-constituent teams in NH and NY to get started or go deeper in the mindset shift and implementation of change from traditional to restorative approaches to discipline practices and creating a welcoming and safe environment.

Through the Equity Assistance Center Region 2, Dr. Villani facilitated the work of two New Jersey school districts that were cited for having a disproportional number of Hispanic students in special education and worked with a district cited for having a disproportional number of students of color in higher level courses.

Dr. Villani taught the Dimensions of Equity capstone course at Lesley University for ten years and mentored adjunct faculty.

Leadership Development

Dr. Villani led leadership development sessions for every new principal in Puerto Rico. She coached building principals through Coach for Success in CA. She has built the School Turnaround Leadership capacity of administrators, teacher leaders, and staff developers to use WestEd's Four Domains CALL Survey Data or their own data to target identified needs and implement research-based strategies and utilization of Change Theory for innovation implementation.

Dr. Villani co-directed the MA Special Education Directors Leadership Institute and their Community of Practice.

Dr. Villani led the development of a teacher evaluation system in a School Improvement Grant (SIG) district in New Hampshire in which members of a multi-constituent team developed the model for their district; their model eventually informed the development of evaluation models in other districts throughout the state. The NH team presented on leadership development at a Learning Forward conference; they described the significantly positive change in district culture that attributed to bringing what they learned from Dr. Villani about collaborative processes, communication, and consensus building to other teams in the district.

Dr. Villani co-designed the Massachusetts Association of Supervision and Curriculum Development (MASCD) Online Teacher Leadership Certificate Program and taught two of the six online courses in the program.

Teacher Quality

Dr. Villani works in districts to help administrators use teaching frameworks to guide their supervision and evaluation of teachers. She instructs and coaches them to have inter-rater validity and reliability in their evaluation of teachers, and to incorporate coaching into their supervision and evaluation process. Dr. Villani was a consultant with the Danielson Group through WestEd and provided professional development on The Danielson Framework for Teaching in districts in New York, New Jersey, New Hampshire, and Maine.

Dr. Villani worked for three years in Dallas ISD through WestEd's How I Know Formative Assessment initiative. She has taught and coached teachers and the administrators of four pilot schools to be able to promote student agency and shared responsibility for student learning. Dr. Villani also led and provided the professional development for the New Jersey Pilot Mentoring New Teachers Program through the Equity Assistance Center, Region 2; chaired the Teacher Quality Initiative of the New York Comprehensive Center; worked with district educators through two technology-support teacher centers to enhance the effectiveness of New Hampshire teachers; and consulted with Maine educators to design and implement a statewide new-teacher mentoring program linked to the new Maine Teaching Standards.

EDUCATION

1983 EdD, Educational Administration, Northeastern University

1971 MA, Elementary Education, Tufts University

1970 BA, Business Administration, Harpur College, State University of New York at Binghamton

PROFESSIONAL EXPERIENCE

2000–Present

Senior Program/Research Associate

WestEd, Learning Innovations Program, Woburn, MA

1993–2003

Adjunct Faculty, Curriculum and Instruction

Lesley University, Cambridge, MA

1993–2003

Adjunct Faculty and Mentor of Faculty Teaching Dimensions of Equity

Lesley University, Cambridge, MA

1988–1999

Principal

Thoreau School, Concord, MA

1985–1988

Principal

Lincoln School, Winchester, MA

1978–1985

Principal

Hazard School, South Kingstown, RI

1971–1978

Teacher

Batchelder School, North Reading, MA

SELECTED PUBLICATIONS AND PRESENTATIONS

Villani, S., Williams, D. & Mundry, S. 2021. *Time to Act: How School Superintendents Keep Equity at the Center of Their Leadership* (Resource Guide). Center for Education Equity at MAEC.

Villani, S. (2020). Putting and Keeping Equity at the Center in Education During COVID-19 and Beyond. Center for Education Equity at MAEC

Villani, S., Henry, S, and Cobb, V. (2020) *A Restorative Practices Toolkit for Administrators and Teacher Leaders*. Center for Education Equity at MAEC.

Villani, S. and Mundry, S. (2020). *A Data Inquiry Guide for Identifying and Addressing Equity Gaps*. Center for Education Equity at MAEC.

Villani, S. (2020). *Restorative Practices in Schools: A Mindset as Well as an Approach*. Leadership for Educational Achievement Foundation, Inc.

Villani, S., & Dunne, K. (2012). *Collaborative coaching: Coaching and coaching partner's guide* (laminated reference guide). Port Chester, NY: National Professional Resources

Villani, S. (2011). *Collaborative Coaching to Promote Reflection on Practice and Heighten Effectiveness for Teachers and for Administrators*. Presented at London District Catholic School Board, Ontario, Canada

Villani, S. (2010). *Comprehensive Mentoring Programs for New Teachers: Models of Induction and Support*. Presented at New Teacher Center Annual Induction Symposium.

Villani, S. (2010). *Are You Sure You're the Principal? Finding Your Voice as an Instructional Leader*. Presented at National Association of Secondary School Principals Annual Convention.

Villani, S. (2009). *Comprehensive Mentoring Programs for New Teachers: Models of Induction and Support*. Presented at the National Association of Elementary School Principals Annual Convention.

Villani, S. (2009). *Comprehensive mentoring programs for new teachers: Models of induction and Support*. Second Ed. Thousand Oaks, CA: Corwin Press.

Villani, S. (2008). *Are you sure you're the principal?* Second Ed. Thousand Oaks, CA: Corwin Press.

Dunne, K., & Villani, S. (2007). *Mentoring new teachers through collaborative coaching: Linking teacher and student learning and accompanying Facilitators' Guide*. San Francisco: WestEd.

Villani, S. (2006). *Mentoring and induction programs that support new principals*. Thousand Oaks, CA: Corwin Press.

Villani, S. (2005) *Mentoring Promotes Teacher Leadership*. In Porter, H. (Ed.) *Teacher mentoring and induction: The state of the art and beyond*. Thousand Oaks, CA: Corwin Press.

Northeast Regional Resource Center, Learning Innovations at WestEd (2004). *Keeping quality teachers: The art of retaining general and special education teachers*. A practical guidebook for school leaders. Albany, NY: WestEd, OSEP, NCPSE, NASDSE, Syracuse University, & NY State Education Department.

Villani, S. (1999). *A good strong anchor: Mentoring new teachers*. In M. A. Hayes & I. K. Zimmerman (Eds.), *Teaching: A career, a profession* (pp. 19–25). Wellesley, MA: Massachusetts Association of Supervision and Curriculum Development.

Villani, S. (1995). A principal defined. In H. B. Regan & G. H. Brooks, *Out of women's experience* (pp. 44–53). Thousand Oaks, CA: Corwin Press

Villani, S. (Ed.). (1992). *Prejudice and stereotyping*. Marlborough, MA: Massachusetts Elementary

INVITATIONAL ROLES

Keynote speaker and/or pre-conference session presenter at the following:

- Meadows Foundation Keynote Speaker for Principal Improvement, Texas A & M University (2008) *Are You Sure You're the Principal? Being an Instructional Leader*
- North East Affiliate Leadership Conference (NEASCD) in Boston (2008) *Pre-Conference Creating Collaborative Cultures that Enhance Teacher Quality and Raise Student Achievement*
- New Jersey Association of Supervision and Curriculum Development Annual Conference (2006) *Keynote Speaker: Mentoring: Benefits for an Entire School Community*
- Consultant to Southern Regional Education Board (2005) for the development of their *Leadership Module*
- Mentoring and Coaching Task Force Member (1989) co-created a leadership module for the National Association of Secondary School Principals (NASSP); trainer of *Mentoring and Coaching* and *Springfield Simulation* modules
- Advisory Board Member of the Principals' Center at Harvard University (1987–1989)

LEADERSHIP IN PROFESSIONAL ORGANIZATIONS

- Board, Massachusetts Association of Supervision and Curriculum Development (MASCD), 2001–2011; Editorial Board member of *Perspectives*
- President, North East Coalition of Educational Leaders (NECEL), 1981–1983; Director of *Résumé Assessment Service*, 1983–1985



Key Personnel Salary Sheet

Jason Breslin	75% of FTE
Felicia Brown Reed	25% of FTE
Contann Dabney	55% of FTE
Terrence Hofer	32% of FTE
Francis Hua	8% of FTE
Beth Jackson	69% of FTE
Smriti Jacob	9% of FTE
Tom LeDue	50% of FTE
Kimberly Mapote	17% of FTE
Michael Medina	2% of FTE
Laura Morris	16% of FTE
Kevin Perks	10% of FTE
Susan Villani	40% of FTE
TBD	25% of FTE