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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**

April 17, 2023

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Educational Opportunities to enter into a contract with WestEd (VC# 177860) of San Francisco, CA, in an amount not to exceed \$400,000, to provide Education Training Services as requested by the Office of Charter Schools, effective upon Governor and Council approval through August 31, 2026. 100% Federal Funds.

Funds are available in the following account for FY2023 and are anticipated to be available in FY2024 – FY2027 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between fiscal years through the Budget Office, without further Governor and Council approval, if needed and justified.

	<u>FY2023</u>	<u>FY2024</u>	<u>FY2025</u>	<u>FY2026</u>	<u>FY2027</u>
06-56-56-567010-24500000-102-500731 Contracts for Program Services	\$100,000	\$200,000	\$50,000	\$25,000	\$25,000

EXPLANATION

The New Hampshire Department of Education (NHED) received a \$46 million grant from the United States Department of Education, to support the development and expansion of charter schools in the State. In the state’s approved grant project, more than \$1.7 million has been budgeted for training services for charter schools. NHED is seeking to contract with multiple vendors to provide flexibility in the training program and has selected a total of nine vendors to provide trainings. This contract with WestEd is one of nine agreements needing Governor and Council approval.

The NHED, Bureau of Educational Opportunities, has identified areas of need within the charter community for training and technical assistance. Further, the Office of Charter Schools, under the Bureau of Educational Opportunities, has sought qualified vendors to provide this training in key areas of operation, compliance, and development. Through this contract, the Bureau of Educational Opportunities, Office of

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
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Charter Schools, seeks to provide Charter Schools in the State of New Hampshire with essential technical assistance, training, and support to build strong and sustaining schools. Services provided under this agreement are at the sole direction and discretion of the NHED.

WestEd provides educational research, training and technical assistance; and works with policymakers and practitioners at state and local levels to carry out large-scale school improvement and innovative change efforts. WestEd will provide a menu of options for PD sessions that can be delivered virtually or in person to charter school developers, leaders, and staff in New Hampshire. WestEd will provide training sessions that will present best practices from around the country for New Hampshire charter schools to adopt and modify for their individual schools.

WestEd will develop the content and materials to present training course(s) designed for New Hampshire public charter schools. Topics will include leadership training, best practices, school development, legal principals and coaching services. Training sessions will be designed to be delivered to specific schools and in conference settings.

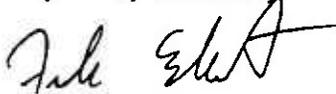
WestEd is a joint powers authority authorized by the California Joint Powers Agreement and governed by public entities in Arizona, California, Nevada, and Utah, with board members representing agencies from these states. As such, they are exempt from registering to do business in the state of New Hampshire and have provided documentation of the joint powers authority rather than a certificate of good standing.

A Request for Proposals (RFP) was advertised on the Department of Education website on 2/24/2022 with a deadline for proposals of 4/5/2022.

A review committee comprised of the Administrator of the Charter School Program Grant, the Charter School Program Grant Specialist, and the Administrator of Public Schools reviewed the proposals received by the deadline (Attachment A). Based on the review, the team recommended funding nine (9) proposals. Each contract will be submitted to the Governor and Council as it is completed.

The outcome NHED would like to achieve with this contract is to have a pool of qualified vendors available to provide training to developing and existing charter schools to improve sustainability and performance of public charter schools in the state, funded through our grant.

Respectfully Submitted,



Frank Edelblut
Commissioner of Education

Attachment A
Bid Summary Scoring Sheet

Proposal Criteria in the RFP

Requirement	Description	Potential Score
Offerings	The depth and breadth of the proposed training sessions is greater than other proposers.	20
Approach	Commitment to helping the NHED Charter School Office meet their program goals, shows an understanding of working with schools, provide for a variety of approaches for delivering trainings, and show a collaborative spirit.	15
Capacity	Level of resources (staffing, equipment, tools, etc) and a plan to implement a well-organized, resourced, timely and efficient approach delivering trainings to the New Hampshire charter community.	20
Experience	Team's qualifications and experience providing training sessions for 5 or more years to non-profit entities and/or schools, and if they provided excellent references.	25
Rates	Rates are provided, easy to understand, and reasonable and appropriate in relation to the services and experience.	15
Maximum Score Per Reviewer		95

Proposals Received and Scored

Vendor	Kasey S.	Tal B.	Scott C.	Total	%
WestEd	95	95	95	285	100%
SchoolWorks	94	94	95	283	99%
Demonstrated Success	92	90	95	277	97%
NH School Board Association	88	89	95	272	95%
TNTP	82	88	90	260	91%
NH Charter School Foundation	78	86	90	254	89%
Results Ahead	78	81	85	244	86%
B. Feit Insight, Inc.	80	77	85	242	85%
Blundell Accounting Solutions	80	77	85	242	85%
Blue Learning (not awarded)	74	75	75	224	79%
National Association of Charter School Authorizers (not awarded)	74	71	75	220	77%
National Charter School Institute (not awarded)	66	71	80	217	76%
SNVA (not awarded)	52	61	80	193	68%

Review Process

A committee reviewed thirteen (13) proposals. Reviewers used a prepared rubric to evaluate compliance with the requirements of the RFP and verify the qualifications of the vendors. Reviews were completed by April 29, 2022. The review team met on May 5, 2022, to share rubrics and discuss outlying

ATTACHMENT A CONTINUED

scores. Reviewers were given the opportunity to revisit their scoring based on the discussion. Revisions to scores were minimal and documented during this meeting.

The final scores were entered into a spreadsheet where each vendor's final score was totaled. A vendor's total score was determined by the percentage of point awarded out of a maximum of 285 points. Vendors who scored at least 80% or more of the potential maximum points were selected for a contract and each contract will be presented to the Governor and Executive Council separately.

Reviewer Qualifications

Tal B. is the current Charter School Grant Administrator and has over 2 decades of experience in charter school operation and management. He has served as a school director was responsible for managing the continuing education and professional development of staff members including administrators and teachers. His decades of experience in varying roles within charter schools along with his year of experience in overseeing charter compliance gives him unique insight into the training areas of need for charter schools.

Kasey S. is the current Charter School Grant Program Specialist with over 2 decades of office administration and business management experience in the private sector. In her prior role, she was responsible for creating the systems and opportunities for professional development for over 80 employees and managing the budget and expenses associated with these opportunities. She has been with the New Hampshire Department of Education for just over one year.

Scott C. served as the Public Schools Administrator at the New Hampshire Department of Education for the past year. Prior to that, he served as a teacher and administrator in New Hampshire public schools for over 15 years. His experience in organizing and being the recipient of professional development training for teachers and administrators was very useful during the review and discussion of submissions.

Pricing

	Cost Proposal Breakdown							
	Hourly Rates					Per Course Pricing		
	Content	Delivery	Support	Highest Rate	Lowest Rate	Lowest	Mid	Highest
WestEd	\$ 160.00	\$ 160.00	\$ 100.00	\$ 219.00	\$ 100.00	\$ 10,000.00		
SchoolWorks	\$ 175.00			\$ 175.00	\$ 175.00	\$ 15,300.00	\$ 25,000.00	\$ 28,500.00
Demonstrated Success	\$ 325.00			\$ 325.00	\$ 325.00	\$ 750.00	\$ 1,500.00	\$ 2,250.00
NH School Board Association						\$ 1,000.00		
TNTP						\$ 6,570.00	\$ 18,120.00	\$ 26,820.00
NH Charter School Foundation	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,500.00		
Results Ahead	\$ 150.00			\$ 150.00	\$ 150.00			
B. Feit Insight, Inc.	\$ 200.00	\$ 200.00		\$ 200.00	\$ 200.00			
Blundell Accounting Solutions						\$ 5,250.00		
Blue Learning (not awarded)	\$ 482.00	\$ 482.00	\$ 482.00	\$ 482.00	\$ 482.00	\$ 110,000.00		
National Association of Charter School Authorizers (not awarded)	\$ 175.00	\$ 200.00	\$ 75.00	\$ 200.00	\$ 75.00	\$ 20,775.00	\$ 24,713.00	\$ 19,250.00
National Charter School Institute (not awarded)	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 20,000.00		
SNVA (not awarded)	marked proposal as confidential							

FORM NUMBER P-37 (version 2/23/2023)

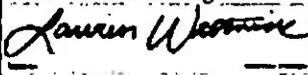
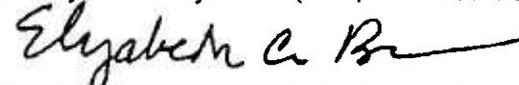
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education (NHED)		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, CA 94107	
1.5 Contractor Phone Number 415-565-3000	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date August 31, 2026	1.8 Price Limitation \$400,000
1.9 Contracting Officer for State Agency Kasey Silva, Administrator		1.10 State Agency Telephone Number 603-271-3749	
1.11 Contractor Signature  Date: Apr 7, 2023		1.12 Name and Title of Contractor Signatory Lauren Wrotniak, Director of Contracts & Grants	
1.13 State Agency Signature  Date: 4/18/2023		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: 4/18/2023			
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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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

Ownership Of Intellectual Property

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

Notwithstanding the foregoing, Contractor shall be free to use general knowledge, skills, experience and any ideas, concepts, know-how, and techniques that are used in the course of providing the services under this Agreement.

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.

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).

Contractor Initials LW
Date Apr 7, 2023

EXHIBIT B SCOPE OF SERVICE

Charter School Training Services:

The New Hampshire Department of Education (NHED) Charter School Program grant sets forth requirements and expectations for providing technical assistance to current, developing, and new charter schools. The Office of Charter Schools, under the Bureau of Educational Opportunities, has identified areas of need within the charter community for training and technical assistance. Further, the Office of Charter Schools has sought qualified vendors to provide training in key areas of operation, compliance, and development. Through this contract, the Bureau of Educational Opportunities, Office of Charter Schools, seeks to provide Charter Schools in the State of New Hampshire with essential technical assistance, training, and support to build strong and sustaining schools. Services provided under this agreement are at the sole direction and discretion of the NHED.

Definitions

- Attendees: Virtual or in-person participants connected to the operation of an approved or developing charter school.
- Charter School: A school that has an approved charter issued by an approved authorizing agency for the State of New Hampshire or a developing charter school as defined in Ed 318.03.
- Conference or Meeting: An event organized by the New Hampshire Department of Education where the entire charter school and/or public-school community is invited to attend. Meetings and conferences can be virtual (held online), in-person at a set location, or hybrid.
- Consultant, Vendor or Contractor: WestEd
- Course, Series, Training, or Technical Assistance (TA): A collection of sessions, materials, information, and content developed by the vendor designed to inform or instruct attendees on a topic that, once developed, requires little to no modification to be presented more than once.
- Direct to School: Presentations delivered to a specific charter school, where the attendees are staff, leaders, or developers of the charter school.
- Hybrid Event: A conference or meeting that offers attendees an in-person and virtual option.
- Instructor: Individual, qualified in the subject matter for which they are presenting, that delivers the content of the presentation and/or is charged with participating in the delivery of the presentation.
- Materials: Handouts, reproductions and printed items that support and enhance the content of the course.
- NHED: New Hampshire Department of Education
- Presentation: A single approved delivery of a course to attendees via a conference, meeting, or direct to school.
- Workshop: Collection of courses similar in topic provided in a singular training event, usually four to eight hours in length.

Deliverables

Task 1: Course Development

Upon receipt of a written request from NHED Office of Charter Schools, the consultant will develop the content and materials to present training course(s) designed for New Hampshire public charter schools. Course content and materials will be prepared in a manner such that, once they are prepared, they may be presented multiple times with little modifications required and to be a minimum of 60 minutes in duration. Courses will be prepared with built-in flexibility to allow for both in-person and virtual delivery and will

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EXHIBIT B CONTINUED

utilize appropriate methods to keep audiences engaged. Topics listed below are currently available for the NHED Office of Charter Schools to approve for development.

Conducting a Needs Analysis

This course provides an overview of the initial steps of conducting a school-level needs analysis to inform the development of a strategic plan. The course will include how to assess needs through identifying stakeholders, defining the scope of their analysis, and developing plans for communicating the results of a needs assessment.

Developing a Strategic Plan

This course shows attendees how to create, implement and monitor a concrete plan of action, understand how to leverage community partners, and utilize data collected from a school-level needs analysis to develop a strategic plan for their individual school that will result in the school meeting short- and long-term goals.

Dealing with Change in a Positive Way

Attendees will learn about the importance of strong leadership skills for all charter sector leaders by discussing problems of practice related to real-life challenges faced by leaders in the charter sector. For each scenario, attendees will discuss how to lead teams through change, maintain a specific focus, track success, and ensure there is a sustaining impact.

Orientation to Charter Board Governance for New or Potential Trustees

This course deepens attendees' familiarity with the New Hampshire State charter environment and would include topics like the nuances of the charter agreement; board members' fiduciary, fiscal, and ethical obligations; the meeting requirements for public entities that are applicable to charter boards; the essential components of boards' bylaws; conflict resolution strategies; board members' roles and responsibilities; and more.

Legal Compliance for Board Members

The course will cover the rules that apply to running public organizations both the external (laws and regulations) and internal (such as bylaws and board policies) to ensure that New Hampshire charter boards are fulfilling their compliance responsibilities.

Knowing What to Ask: Building Board Members' Skills in Analyzing Data to Drive School Performance

The course will utilize scenarios and sample data dashboards to build attendees' capacity to discern positive and negative trends in academic, operational, and/or financial data provided to charter school boards; identify issues early on; and develop robust monitoring questions to understand relevant context and facilitate strong action plans.

Marketing Strategies for Community Engagement and Student Recruitment

School leaders will learn how to determine where district and charter schools are operating in New Hampshire and how they are performing, trends in enrollment, and models offered. This course will also provide training in developing a parent and community engagement strategy, including student and family recruitment opportunities and practices and developing community partnerships.

Coaching and Support for New Schools During Start-Up

WestEd will coach school leaders in developing a startup plan, execution of the plan and transition to operations. WestEd will help attendees work through a differentiated set of

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EXHIBIT B CONTINUED

challenges and priorities, and provide support on leadership development, training, accountability meetings, and/or progress monitoring.

Aligning Your Curriculum to State Standards

School leaders will learn key elements of a process for aligning assessment, instruction, and standards. Attendees will become familiar with tools that help them examine instructional materials and assessments with an eye to standards alignment across grade levels.

SpEd 101: Special Education Basics

This course will provide a basic overview of the state and federal legal requirements for serving students with disabilities in charter schools, including child find, developing Individualized Education Program (IEPs), and serving students in the least restrictive environment (LRE). WestEd will highlight some best practices and examples of charter schools serving students with a variety of disability types.

SpEd 201: Creating a Multi-Tiered System of Support (MTSS)

This course will share how to create and build a sustainable MTSS framework to ensure a school meets the unique needs of all students. It will share key strategies for effective implementation. Finally, it will offer an example of an MTSS program in action.

EL 101: English Learner (EL) Basics for New School Leaders

This course will review the legal context related to the education of ELs. It will provide a brief overview of the core responsibilities of local education agencies (LEAs), schools, and teachers related to educating EL students. The course will offer evidence-based best practices for educating EL students and will feature a New Hampshire school that is serving English learners effectively.

EL 201: Selecting the Right Instructional Program for Your Students

This course will review the legal requirements for EL instructional programs in New Hampshire. It will share a set of questions to consider and a process to follow in selecting EL instructional programs. Finally, it will share some examples of EL instructional programs in charter schools in New Hampshire.

Understanding Key Financial Metrics

This course will provide an introduction and exploration of key financial metrics that are used to determine the fiscal health of a charter school. The set of key metrics to be discussed will be associated with state and authorizer policy, independent audits, and national best practices. Content will be delivered and discussed in a manner to ensure relevancy based on attendees' familiarity with finance and their role at the school. Attendees will leave this session with a guide to key metrics and how the metrics can be used to drive sound fiscal practice.

Planning for Financial Sustainability

This course will cover the importance of planning for financial sustainability and provide the necessary and practical means by which attendees, through their role in the school, can integrate sound financial practices and support the integration of finance into the school's strategic plan and long-term vision. The course will also cover essential principles of financial planning and the timelines and tools used annually to measure the near-term fiscal health and long-term sustainability of a charter school.

Task 2: Workshop Development

Upon receipt of a written request from NHED Office of Charter Schools, the consultant will develop the content and materials to present a workshop designed for New Hampshire public charter schools. Workshop content and materials will be prepared in a manner such that, once they are prepared, they may be presented

Contractor Initials L(u)
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EXHIBIT B CONTINUED

multiple times with little modifications required and to be four to eight hours in duration. Workshops will be prepared with built-in flexibility to allow for both in-person and virtual delivery and will utilize appropriate methods to keep audiences engaged. Subject matter for workshops could include, but are not limited to:

- Strategic Planning
- Charter School Sustainability
- Governance Board Development and Best Practices
- Developing Resiliency and Managing Change

Task 3: Course Delivery

WestEd will work with NHED Office of Charter Schools on the delivery strategies and schedules for developed courses. WestEd will deliver the courses developed in Tasks 1 virtually. Developed courses may be delivered as element(s) of monthly meetings, and directly to schools. In delivery of courses, WestEd will provide a reasonable amount of time for questions/answers/discussion. If print, reference, or supplemental materials are included in the presentation, an appropriate number of copies for the confirmed number of attendees will be provided.

Task 4: Workshop Delivery

WestEd will work with NHED Office of Charter Schools on the delivery strategies and schedules for developed courses. WestEd will deliver the courses developed in Tasks 1 in-person. Workshops may be delivered as elements of day-long conferences, standalone events, and directly to schools. In delivery of courses, WestEd will provide a reasonable amount of time for questions/answers/discussion. If print, reference, or supplemental materials are included in the presentation, an appropriate number of copies for the confirmed number of attendees will be provided.

Hotel allowances will only be paid for presentations given in excess of 90 miles from the consultant's main office and for events that are in excess of six (6) hours in duration, that begin earlier than 9am or end later than 6pm. In these instances, the vendor may charge for hotel expenses per diem. Hotel per diem rates will be reimbursed based on the US General Services Administration (GSA) Per Diem Rate Schedule for New Hampshire. The GSA Per Diem 2022 Rate Schedule for New Hampshire is located at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. Mileage will be reimbursed based on IRS mileage reimbursement rate. Only events held in-person and presented in-person will be subject to mileage and hotel allowance.

Consultant Requirements & Deliverables:

- No work on development of individual courses or presentations can be done without the written approval of the Office of Charter Schools. Failure to obtain approval will result in denial of invoice.
- The consultant will provide an adequate number of instructors that are fully qualified in the subject to be delivered.
- To gain approval for development of a course, the consultant will provide an outline or syllabus of the content to be developed along with an estimated time to present the material to NHED, and the anticipated audience or school, if known. NHED will review the appropriateness of content to address the need for training, the quality of previous trainings, and feedback from the previous presentations.
- Any request received by the consultant for Direct to School training must be forwarded to and coordinated through the Office of Charter Schools for approval. To gain approval to present a requested course, the consultant will provide the course requested along with the school requesting the training for review and approval.

Contractor Initials LW

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EXHIBIT B CONTINUED

- For each presentation request, the consultant will provide the Office of Charter Schools with a schedule for delivery that ensures sufficient time is allotted to deliver the content of the session and provide for a reasonable time for question-and-answer.
- The consultant is responsible for all effort, time, materials, and resources to organize, and develop the content of their courses and elements.
- For each presentation, the consultant will solicit feedback from attendees and provide a summary report or record of feedback received to the NHED Charter School Office.
- Consistent negative feedback may affect the ability of NHED to approve subsequent course development and presentation requests.
- For each presentation, the consultant will provide a record of attendees to NHED.
- A record copy of the presentation and materials maybe requested to comply with terms of the funding source and to demonstrate acceptable use of federal funds. Record copy will be acceptable in electronic or print.
- For charter community-wide presentations at the monthly charter meeting or similar events, NHED may request or require the session to be recorded for future use and in development of best practice libraries.
- While NHED may serve as the host and coordinator for certain course delivery opportunities, the consultant will have the appropriate license and access to Zoom or similar software in order to schedule, host and moderate virtual training sessions.
- All materials developed under this agreement will contain the following disclaimer:
"These materials were developed in part with funding from a grant from the U.S. Department of Education. The contents do not necessarily represent the policy of the Department of Education, and endorsement by the Federal Government should not be assumed."

NHED Responsibilities:

- NHED Office of Charter Schools will provide charter schools with the information on available, approved courses to be delivered Direct to School to assist the consultant in marketing their training and courses.
- For conferences organized by NHED where the consultant is one of many scheduled to present, NHED will coordinate the event and invite the charter community. NHED will serve as the host and moderator, and in the instance of virtual conferences, utilizing NHED's Zoom account. NHED will secure adequate space for the purpose of the event as well as coordinate the event and overall schedule. NHED will issue the invitations and manage the attendance of such events, including tracking of attendees in break-out sessions, if applicable.
- NHED will work closely with the consultant on developing trainings, schedule and methods for delivery including developing targeted trainings for Direct to School sessions.
- NHED will share training needs as they are identified through feedback received and as the program progresses. NHED will offer the opportunity for the consultant to prepare courses for identified needs when they align to the consultant's skills and experience.

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**EXHIBIT C
METHOD OF PAYMENT**

Budget:

Item	Unit Cost	Units	Contract Maximum
Task 1: Course Development	\$8,000 per course	20	\$160,000
Task 2: Workshop Development	\$15,000 per workshop	8	\$120,000
Task 3: Course Delivery Virtual	\$2,000 per delivery	10	\$20,000
Task 4: Workshop Delivery In-person	\$8,000 per delivery	10	\$80,000
Allowable costs as needed (mileage, per diems, printed training materials)	TBD	TBD	\$20,000
Total			\$400,000

Limitation on Price:

Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$400,000.

Funding Source:

Funds are available in the account titled Charter Schools for FY2023 and are anticipated to be available in FY2024 – FY2027 upon the availability and continued appropriation of funds in the future operating budget, with the ability 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>FY2023</u>	<u>FY2024</u>	<u>FY2025</u>	<u>FY2026</u>	<u>FY2027</u>
06-56-56-567010-24500000-102-500731	\$100,000	\$200,000	\$50,000	\$25,000	\$25,000
Contracts for Program Services					

Method of Payment:

Payment will be made upon the submittal of monthly invoices that are received by the 10th day of the following month and supported by a summary of activities/completed deliverables that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. A final invoice is due within 30 days of the end of this contract. Invoices and receipts shall be submitted electronically to:

Kasey Silva
Division of Education Analytics & Resources
DOE.NHCSP@doe.nh.gov

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Date Apr 7, 2023

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.

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Exhibit E

Federal Debarment and Suspension

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

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Date: Apr 7, 2023

Exhibit F

Anti-Lobbying

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

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

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

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

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

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Date Apr 7, 2023

Exhibit G

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

Rights to Inventions Made Under a Contract or Agreement

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

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

Confidentiality

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

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

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

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

Ownership of Intellectual Property

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

Revised 6-25-21

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Date Apr 7, 2023



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) Far 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 [_____]

10/5/09
Date

[Signature]
Signature

] Teresa Johnson, Director of Contracts
Typed Name and Title

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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

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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

Internal Revenue Service

Department of the Treasury

Index Number: 0115.00-00

Washington, DC 20224

Person to Contact:

Telephone Number:

Refer Reply to:

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

Date: MAY 1 1997

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



ATTN: Kasey Silva
New Hampshire Department of Education
25 Hall Street
Concord, NH 03301

APRIL 7, 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: 

Michael J. Neuenfeldt, Chief Financial Officer

WestEd

Date: Apr 10, 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.

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2022

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

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

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 595 Market Street, Suite 2100 San Francisco CA 94105 License#: 0726293 WESTED0-01	CONTACT NAME: Angle Bray PHONE (AG No. Ext.): 415-548-9300 FAX (AG No.): 415-538-8499 E-MAIL ADDRESS: Angle_Bray@ajg.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22687</td> </tr> <tr> <td>INSURER B: Travelers Casualty and Surety Co of America</td> <td>31194</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Insurance Co</td> <td>38161</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22687	INSURER B: Travelers Casualty and Surety Co of America	31194	INSURER C: Travelers Property Casualty Insurance Co	38161	INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														

COVERAGES **CERTIFICATE NUMBER:** 1695706018 **REVISION NUMBER:**

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

INSTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	[REDACTED]	11/30/2022	11/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		[REDACTED]	11/30/2022	11/30/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$: BODILY INJURY (Per accident) \$: PROPERTY DAMAGE (Per accident) \$: \$:
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$		[REDACTED]	11/30/2022	11/30/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	[REDACTED]	11/30/2022	11/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cyber/Professional Liability Retdate: 5/7/2014		[REDACTED]	11/30/2022	11/30/2023	Each Claim/Aggregate Retention \$5M/\$5M \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
New Hampshire Department of Education is included as additional insured with respect to General Liability per attached endorsement where required by written contract.

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



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](#).

APPENDIX A: Most Recent Audited Financial Statement

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	-	-
Net cash used in financing activities	<u>(802,569)</u>	<u>(152,292)</u>
 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>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.

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 Zeisler	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
Felicia 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

Monica Barajas	Superintendent, Quartzsite Elementary School District	EHRENBURG, 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

Kelly Wynveen

WestEd, 730 Harrison Street, San Francisco, CA 94501

SUMMARY OF RELATED EXPERIENCE

Kelly Wynveen is a Program Associate at WestEd and is part of the School Choice team where she develops resources and tools and provides technical assistance on a broad array of topics related to choice and charter schools. Her areas of expertise include charter authorizing practices, grants management support, and creation of materials to support a focus on student equity. Ms. Wynveen received an MA in Public Administration and a BA in International Development and Social Change from Clark University in Worcester, Massachusetts.

EDUCATION

2012 MA, Public Administration, summa cum laude, Clark University

2009 BA, International Development & Social Change, cum laude, Clark University

PROFESSIONAL EXPERIENCE

2014–Present

**Program Associate, School Choice
WestEd, San Francisco, CA**

Serves as Program Associate on the School Choice Team focusing on the creation of grants management tools, resources, and technical assistance for the U.S. Department of Education's Charter School Program grantees.

2019–2021

**Senior Field Consultant, Schools of Choice
Colorado Department of Education, Denver, CO**

Supported over 260 public charter schools and 45 charter authorizers to implement policy, foster collaboration, and share best practices across the state of Colorado.

2015–2019

**Assistant Principal, Rocky Mountain Prep Charter School
Denver, CO**

Oversaw all operational activities for a school with over 600 students and 60 staff members, which was the top-performing elementary school in Denver serving a majority of low-income students.

2012–2015

**Teacher, John Dibert Community
FirstLine Schools, New Orleans, LA**

Wrote and implemented science curriculum for students in fourth, fifth and sixth grade at a low-income urban school. Brought school from a failing school to a "B" school in two years

SELECTED PROFESSIONAL ACTIVITIES

- Urban Leaders Fellowship, Denver, CO (Summer 2019)
- New Schools for New Orleans: Content Literacy Leader (2014-2016)

PROFESSIONAL AFFILIATIONS

- Leadership for Education Equity Member (2012-present)
- Teach for America 2012 Corps Member, Greater New Orleans

Heather Wendling

WestEd, 730 Harrison Street, San Francisco, CA 94501

SUMMARY OF RELATED EXPERIENCE

Heather Wendling is a Project Director within WestEd's School Choice team. Based in Albany, Mrs. Wendling currently leads New York's first charter school professional development initiative to support the state's 351 charter schools in the areas of governance, financial operations, home to school connections, and special education services. Her areas of expertise include K-12 education, charter schools and charter school authorizing, comprehensive school evaluation, instructional coaching, developing adult learning, and client management.

Mrs. Wendling received a BA in Political Science from Stony Brook University, a JD from the University of Connecticut School of Law, and an MS in Teaching Students with Disabilities from the Pace University Graduate School of Education.

EDUCATION

2007 MS, Teaching Students with Disabilities, Pace University Graduate School of Education

2005 JD and Certificate of Taxation, with honors, University of Connecticut School of Law

2002 BA, Political Science, summa cum laude, Stony Brook University

PROFESSIONAL EXPERIENCE

2021–Present

**NY-RISE Project Director, School Choice
WestEd, Alameda, CA**

Leads the New York - RISE (Resources, Information, Support, and Engagement) project. Conducts comprehensive needs analyses to determine short-term and long-term learning priorities of state and school stakeholders in critical content areas, and collaborates with project subcontractors to design and deliver evidence-based professional development and technical assistance consistent with the needs of the charter schools served. Ensures that all NY-RISE activities incorporate evaluation, identification, and improvement strategies.

2016–2021

Director of Learning

National Association of Charter School Authorizers, Chicago, IL

Led the organization's resource development process, including the creation and refinement of model resources to meet the needs of authorizers nationwide. Directed client engagements and served as an authorizing field expert in a variety of projects with school districts, state education agencies, and independent charter boards, including the Texas Education Agency, NOLA Public Schools, New York State Education Department, and the Indiana and Florida Departments of Education. Established and maintained strategic relationships to facilitate customized solutions that addressed specific client challenges and advanced NACSA's strategic plan goals.

2015–2016

Director for New Charters, Office of the Charter Schools Institute

SUNY System Administration, Albany, NY

Developed and implemented effective and efficient systems for rigorous charter school proposal submission, evaluation, and review. Served as primary proposal reviewer and managed the proposal review cycle, including Institute staff and external consultants, two to three times per year. Composed and finalized the Institute's analysis of all charter school proposals to facilitate sound decision making. Designed and implemented systems and strategies for supporting new charters from authorization and start up through their first year of operation.

2013–2015

Senior Analyst for School Evaluation, Office of the Charter Schools Institute

SUNY System Administration, Albany, NY

Performed quantitative and qualitative analyses of charter schools' use of assessment data, pedagogy, instructional leadership, at-risk programming, organizational capacity, and-board oversight; effectively synthesized, analyzed, and verified data and evidence from multiple sources utilizing a variety of evaluative techniques to inform charter renewal recommendations.

SELECTED PROFESSIONAL ACTIVITIES

- Consultant, Abu Dhabi Department of Education and Knowledge, Charter School Initiative (2019-20)
- Selection Committee Member, New York State Master Teacher Program (2014 to present)

PROFESSIONAL AFFILIATIONS

- Teach for America Alumni
- Association for Talent Development

Aimee Evan

1140 3rd Street NE, Washington, DC, 20002

SUMMARY OF RELATED EXPERIENCE

Aimee Evan is a School Improvement Specialist at WestEd. She brings 20 years of multidisciplinary experience in education; bridging research, evaluation, and technical assistance and training. Ms. Evan supports states and authorizers in assessing the charter landscape using data, developing strategic school choice plans, and developing public-facing communication tools and tactics to inform policymakers, parents, and authorizers about school choice options. Aimee led the Talent for Turnaround with the District of Columbia's Office of the State Superintendent of Education, helping state and local charter management organizations and school leaders analyze and implement strategies to address charter school talent management challenges and provided technical assistance to state and district teams to define, identify and communicate best practices based on ESSA's evidence levels. She collaborated with charter authorizers in the State of Indiana to design authorization policy and evaluate charter performance based on best practices. Aimee led a case study to disseminate and measure the impact of intense best practices leading to school improvement efforts in a charter context. Aimee designed and led numerous evaluations, program reviews and successful technical assistance projects with states, districts and schools to build their capacity to use data and research to improve outcomes. She developed a series of TA products and training specifically for charter leaders and an aligned training for teachers: an onsite learning lab of data use; onsite and online training and coaching of state education agency, higher education, district and school administrators.

Aimee previously served as the Director of Performance and Evaluation at the SEED Foundation (a CMO) and worked to establish the SEED School of Maryland. As alliance lead for REL-Appalachia's Virginia Middle School Research Alliance, Aimee built educators' capacity to implement a continuous improvement process to increase middle school achievement across 40 districts. Creating a community of practice and using in-person and online formats, Aimee provided targeted training to state, district, school leader and teacher teams in identifying systemic challenges, root causes of these challenges, potential solutions, and strategies of progress monitoring where teams review data and findings and map out actions to redesign educational systems to better serve the needs of their students. At AIR, Aimee evaluated Bill & Melinda Gates Foundation's national small high school initiative, including the national evaluation of Early College High Schools, and the Bill & Melinda Gates Foundation grant Ohio High School Transformation Initiative. She has published and presented extensively regarding school reform efforts and students' short and long term outcomes.

EDUCATION

Ph.D. Indiana State University (Educational Administration)

M.A.T American University (Secondary Social Studies, Focus: educational equity)

B.A. Purdue University (Law and Society-Sociology, Minor: Political Science)

PROFESSIONAL EXPERIENCE

2015–Present

Senior Research Associate & School Improvement Specialist WestEd, Washington DC

Shape and implement WestEd's mission to apply research and technical expertise to improve educational programs, policies, and outcomes. Serve as Lead Evaluator for curriculum, instruction and outcomes of district-wide educational program and accreditation review, including evaluating 30 high schools. Serve as a data coach and implementation expert on creating communities of practice centered around effective models of continuous improvement, especially for at-risk and special populations. Provide leadership of review of educational programs for special education students which examined implementation of IDEA regulations, and special education and related services specified in IEPs as Co-Project Director. Serve as Lead Technical Assistance Provider, Mid-Atlantic Comprehensive Center by providing direct technical assistance to state education agencies (DC, NJ, DE, MD, and PA) including developing strategies to engage stakeholders from multiple perspectives to develop and provide feedback around states' Every Student Succeeds Act plan, and using college and career readiness and success to build capacity to improve systems and service provision to districts and schools.

2009–2015

Senior Research Associate Quill Research Associates, LLC

Serve as Alliance Lead, Principal Investigator and Technical Assistance Provider, Virginia Middle School Research Alliance, REL Appalachia by leading REL AP's development of research alliance, proposals, study implementation, and dissemination activities around college and career readiness and success to build capacity to improve teaching and learning and systems and service provision to districts and schools, as well as designing and providing technical assistance (online and all day-face to face workshops, school visits) in order to develop and implement a systemic data use strategy across Virginia to meet these goals. Serve as Reform Team Lead, IDEA Public Charter School by leading Human capacity and career academy design for at-risk students, including determining efficacy of programming, action planning toward improvement and implementing initiatives including directed teacher evaluation and teacher recruitment efforts; implemented data community and use of data to guide instruction; designed teacher teams helping school turnaround from lowest 25% to top 5% in one year. Serve as lead analyst in multiple quantitative and qualitative evaluation studies.

Robin Chait

1140 3rd St NE, Suite 360, Washington, DC, 20002

SUMMARY OF RELATED EXPERIENCE

Robin Chait is a Senior Policy Advisor at WestEd. Her primary responsibility is to manage WestEd's work on the National Charter School Resource Center, guiding technical assistance and the development of tools and resources for state education agencies, charter authorizers, charter management organizations, and charter support organizations. She also develops policy briefs, tools, and resources to support state education agencies, authorizers, and local education agencies in implementing school choice strategies and programs. In a prior role, Ms. Chait served as the Director of Teaching and Learning at the Office of the State Superintendent of Education (OSSE). At OSSE, Ms. Chait led the teacher and leader effectiveness activities within the Race to the Top grant and provided technical assistance to charter and traditional public schools in implementing their grant activities. Ms. Chait also served as the Associate Director for Teacher Quality at the Center for American Progress (CAP), a national think tank.

Most recently, Ms. Chait led policy, development, and communications for Center City Public Charter Schools, a network of high performing, high-poverty schools in the District of Columbia. In this role, she wrote competitive and formula grant proposals, served as the liaison with the Office of the State Superintendent of Education, and developed collateral materials. Ms. Chait began her career in education at the U. S. Department of Education as a Program Analyst through the competitive Presidential Management Intern program (currently called Presidential Management Fellows).

EDUCATION

2003 MA in Teaching, American University, School of Education

1998 MA in Public Policy, Georgetown Public Policy Institute

1994 BA in Political Science, Rutgers University

PROFESSIONAL EXPERIENCE

2018–Present

Senior Policy Advisor
WestEd, Washington, DC

Lead WestEd's work with Manhattan Strategy Group on the National Charter School Resource Center, guiding technical assistance and the development of tools and resources for state

education agencies, charter authorizers, charter management organizations, and charter support organizations. Provide technical assistance and develop tools and resources for charter authorizers to improve quality and access to schools of choice, including work with the California Charter Authorizing Professionals, Colorado Association of Charter School Authorizers, and Florida Association of Charter School Authorizers. Develop policy briefs, tools, and resources to support state and local education agencies in implementing policies and programs.

2013–2018

**Director of Policy, Development and Communications, Director of Talent Management
Center City Public Charter Schools, Washington, DC**

Managed the Center City website and social media platforms. Developed collateral materials and wrote a quarterly, external newsletter for the school. Led compliance with the Public Charter School Board and ensured compliance with federal grant requirements. Led Center City's successful accreditation process. Led the grant writing process for six successful, competitive grants from the Office of the State Superintendent of Education. Directed staff recruitment, evaluation, and human resources for six schools that employ over 200 staff members and serve 1,480 students.

2011–2013

**Director of Teaching and Learning Effectiveness Manager
Office of the State Superintendent of Education, Washington, DC**

Managed a \$3 million grant to support teacher residency programs in several public charter schools. Wrote sections of the District of Columbia's successful request to the U.S. Department of Education for flexibility from the Elementary and Secondary Education Act. Worked with staff from the DC Public Charter School Board to implement the first DC Schoolwide Growth model. Led a task force to develop state guidelines for teacher and leader evaluation systems and managed a review process for the evaluation systems. Provided technical assistance to participating schools on implementation of the \$75 million Race to the Top grant.

2007–2011

**Associate Director for Teacher Quality, Senior Policy Analyst
Center for American Progress, Washington, DC**

Conducted research and wrote policy reports, briefs, and columns on teacher effectiveness, high school reform, and federal policy. Reviewed legislation and participated in advocacy on Capitol Hill. Was a primary author of several successful grant proposals to the Bill and Melinda Gates Foundation and the Joyce Foundation. Developed ideas for new policy papers and commissioned authors to write them. Planned and moderated panel discussions to highlight critical issues.

Steve Canavero

WestEd, 730 Harrison Street, San Francisco, CA 94107

SUMMARY OF RELATED EXPERIENCE

Steve Canavero, Ph.D., is a content director at WestEd. Most recently Canavero served as the superintendent of public instruction for the State of Nevada from 2015-19. In this role he was responsible for leading the state's education system serving over 485,000 students enrolled in districts that range from the nation's fifth largest to rural districts serving less than 500 students. Over his tenure working at the Nevada Department of Education Canavero led a complete restructure of the department and launched a comprehensive strategic plan and performance management system to ensure the Department's infrastructure was aligned in effort and accountable for outcomes. Canavero previously served as the deputy superintendent for student achievement at the Nevada Department of Education. Under his leadership, Nevada designed and implemented an ambitious Every Student Succeeds Act plan to address long standing achievement and opportunity gaps by embracing the evidence-base of knowledge, especially as it pertains to urban and rural education. Prior to leading the Nevada Department of Education, he served as the founding director of Nevada's newly created State Public Charter School Authority in 2011. His work there resulted in Nevada's state charter school policy becoming one of the highest rated in the nation while increasing the number and quality of charter schools across the state. Canavero is serving his third term as a board member at the National Association of Charter School Authorizers, he was elected by his fellow state school chiefs to the board of the Council of Chief State School Officers in 2017, is a member of Chiefs for Change, and an Aspen-Pahara Fellow.

EDUCATION

- 2007 PhD, Educational Leadership, University of Nevada, Reno, NV
- 2005 MEd, Educational Leadership, University of Nevada, Reno, NV
- 1995 BS, Ecology and Systematic Biology, Cal Poly San Luis Obispo, CA

PROFESSIONAL EXPERIENCE

2019–Present

**Director, School Choice
WestEd, San Francisco, CA**

Advise WestEd leadership and staff in the areas of charters and choice, workforce development, and social emotional learning and school safety. Contribute to the design and execution of lines of work within three subject areas with specific attention to the state level relevance and efficacy.

2016-2019

**Superintendent of Public Instruction, Appointed by Governor Brian Sandoval
Carson City, NV**

Provided policy leadership, oversight, and direction for Nevada's system of public and private education serving 485,786 students in public and public charter schools and approximately 30,000 students in private schools. Served as a member of the Governor's Cabinet and Secretary for the State Board of Education.

2014-2016

**Deputy Superintendent for Student Achievement
Carson City, NV**

Completed a redesign of the Nevada Department of Education's organization, culture, and systems to raise expectations and aligned actions across the state in order to deliver positive student outcomes. Facilitated the overhaul of state policy and subsequent implementation of a historic package of investments and reform measures passed in 2015.

2011-2014

**Director, State Public Charter School Authority, Appointed by Governor Brian Sandoval
Carson City, NV**

Led the policy initiative to create the first statewide independent charter authorizer to improve the performance of Nevada's charter sector. Upon passage, appointed as the founding Director responsible to establish, staff, and lead Nevada's modern effort to expand student access to quality charter schools. Served as Secretary to the State Public Charter Authority Board.

From: [Kelly Wynveen](#)
To: [Silva, Kasey](#)
Subject: Re: Contract Revision Request
Date: Thursday, March 16, 2023 3:06:00 PM
Attachments: [REDACTED]

EXTERNAL:

Below are the FTE% for all staff on this proposal.

- Wynveen, Kelly - 28%
- Wendling, Heather - 5%
- Evan, Aimee - 5%
- Chait, Robin J - 5%
- Canavero, Steve - 2%

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]