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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, NH 03301

May 26, 2023

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

REQUESTED ACTION

Authorize the New Hampshire Department of Education to enter into a **sole source** contract with The National Center for the Improvement of Educational Assessment, Inc. (VC#158509), Dover, New Hampshire to lead an independent evaluation of assessment items in the test item bank for the NH Statewide Assessment System (NHSAS) in an amount not to exceed $220,000.00, effective upon Governor and Council approval through September 30, 2023. 100% Federal Funds.

Funding to support this request is available in the account titled Assessment & Accountability as follows:

		FY23
06-56-56-567010-30590000-102-500731	Contracts for Program Services	$220,000

EXPLANATION

This request is for a **sole source** contract, as The National Center for the Improvement of Educational Assessment, Inc. (NCIEA) has the experience with New Hampshire assessment and accountability programs that will allow this project to be accomplished in such a short timeframe. Additionally, they possess extensive national expertise when it comes to statewide assessment systems. NCIEA led the Council of Chief State School Officers (CCSSO) Criteria for Procuring and Evaluating High Quality Assessments effort, which was designed to conduct a full-scale evaluation of the quality of consortium assessments. The New Hampshire project outlined here will be similar though much more limited in scope. NCIEA is also positioned as an independent third party, with no stake in the financial

interests of the state assessment vendor with which the New Hampshire Department of Education currently contracts, a crucial criterion for this project.

The NHSAS is currently administered to all students in grades 3-8 and grade 11 to measure academic achievement in reading, mathematics, and science. It has been said that if you want to know what a test measures, look at the items. Further, any evaluation of test quality (validity) starts with inferences generated from the performances and scores of the test items. A test cannot be high quality unless the items are high quality. The NCIEA will conduct an independent review of the NHSAS item bank to document the degree to which NHSAS items meet various quality criteria, utilizing New Hampshire educators trained to complete the item reviews.

Respectfully submitted,

Frank Edelblut
Commissioner of Education

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education (NHED)		1.2 State Agency Address 25 Hall Street Concord, NH 03301	
1.3 Contractor Name The National Center for the Improvement of Educational Assessment		1.4 Contractor Address 31 Mount Vernon Street Dover, NH 03820	
1.5 Contractor Phone Number 603-516-7900	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date 9/30/23	1.8 Price Limitation $220,000
1.9 Contracting Officer for State Agency Nathaniel Greene		1.10 State Agency Telephone Number 603-271-5252	
1.11 Contractor Signature Scott F. Marion Scott F. Marion (May 26, 2023 11:17 EDT)	Date: 05/26/2023	1.12 Name and Title of Contractor Signatory Scott F. Marion, Executive Director	
1.13 State Agency Signature Frank Edelblut	Date: 5/31/2023	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: Elizabeth Brown, Attorney		On: 5/31/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor's Initials: SM

Date: 05/26/23

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

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)

Confidential Information

In performing its obligations under this Agreement, the contractor may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Social Security Numbers (SSN), Family Educational Rights and Privacy Act (FERPA), and or other sensitive and Confidential Information. The contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. The contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

EXHIBIT B
Scope of Work

The National Center for the Improvement of Educational Assessment, Inc. (NCIEA) proposes to assist the New Hampshire Department of Education (NHED) in evaluating the quality of test items that populate the NH Statewide Assessment System (NHSAS). The NHSAS is currently administered to all students in grades 3-8 and grade 11 to measure academic achievement in reading, mathematics, and science. It has been said that if you want to know what a test measures, look at the items. Further, any evaluation of test quality (validity) starts with inferences generated from the performances and scores of the test items. A test cannot be high quality unless the items are high quality. The NCIEA will conduct an independent review of the NHSAS item bank to document the degree to which NHSAS items meet various quality criteria.

The NCIEA has a long and respected history of leading assessment and item quality reviews. For example, the NCIEA led the Council of Chief State School Officers (CCSSO) Criteria for Procuring and Evaluating High-Quality Assessments. The CCSSO effort was designed to conduct a full-scale evaluation of the quality of the consortium assessments (The Partnership for Assessment of Readiness for College and Careers and Smarter Balanced). The evaluation of the quality of the items for the NHSAS will be just as rigorous as the CCSSO evaluation but much more limited in scope. This effort will include the following phases:

- Design of review criteria and the review protocol
- Recruiting reviewers
- Training reviewers and conducting the review
- Summarizing the reviews
- Writing and presenting the final report

Quality Criteria
The first step in this process is to design the criteria by which the items will be evaluated. The NCIEA will rely on any existing criteria from the state, including our own developed framework for the CCSSO, to draft criteria to share with the NHED through meetings with NHED personnel during and at the conclusion of Phase 1. The NCIEA and the NHED will meet at the conclusion of Phase 1 to produce the final criteria for use in this study.

Recruiting Reviewers
The total number of items to review is approximately 4,500, spread across reading, mathematics, and science item banks. Based upon this total, it is expected that the work will require at least five reviewers at each grade level. Therefore, NCIEA will work to secure at least eight (8) reviewers to ensure at least five per grade level at all times during the review process. The budget will account for eight reviewers per content area-grade level combination for a total of 15 grade/content area combinations or a total of 120 reviewers, however the final total will likely be less than 120.

Training the Reviewers
NCIEA will train reviewers on the evaluation criteria and the review protocol at the beginning of the workshop, in partnership with NHED personnel from the Bureau of Assessment and Accountability. NCIEA will work with NHED to secure a location for the workshop to take place.

EXHIBIT B
Scope of Work
Continued

Conducting the Reviews
Two days are planned for the review process (inclusive of the training noted above). The NCIEA will bring at least four assessment experts to provide training and ongoing support throughout the review process. NCIEA will utilize the existing content review system provided by the current state assessment vendor. NHED personnel from the Bureau of Assessment and Accountability will jointly facilitate the item review process in partnership with NCIEA and provide technical assistance during the review regarding any aspect of the NHSAS.

Mileage will be reimbursed based on IRS mileage reimbursement rate. Only events held in-person and presented in-person will be subject to mileage allowance.

Summarizing the Reviews
The NCIEA team will produce summaries of the ratings for each grade level and content area. The goal will be to provide specific feedback concerns with item quality so that item writers can use this information to adapt and improve their processes.

Writing and Presenting the Final Report
The final report will document the review methodology, findings, conclusions, and will emphasize the recommendations for improvement. NHED assessment leaders will have an opportunity to review and weigh in on the draft report. The NCIEA and the NHED will present the final report to NHED leadership and the current state assessment vendor.

EXHIBIT C
Method of Payment

Phase	Task/Activity	Direct Expenses	Center Labor	Cost
Phase 1	Design of review criteria and the review protocol	$0	$20,000	$20,000
Phase 2	Recruiting reviewers	$0	$10,000	$10,000
Phase 3	Training reviewers and conducting the review (120 reviewers * $500/day * 2 days) and travel for reviewers and Center staff plus Center labor for conducting the reviews	$130,000	$25,000	$155,000
Phase 4	Summarizing the reviews	$0	$20,000	$20,000
Phase 5	Writing and presenting the final report	$0	$15,000	$15,000
Total		$130,000	$90,000	$220,000

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 $220,000.

Funding Source: Funds to support this request are available in the account titled Assessment & Accountability as follows:

	FY23
06-56-56-567010-30590000-102-500731 Contracts for Program Services	$220,000

Method of Payment: Payment is to be made on the basis of invoices which are supported by a summary of completed deliverables, as outlined by budget line, 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 reports shall be submitted to the contracting officer electronically at:

DEAR@doe.nh.gov

EXHIBIT D
Contractor Obligations

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

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

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

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

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

Environmental Protection
(This clause is applicable if this Contract exceeds $150,000. It applies to Federal-aid contracts only.)
The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

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

EXHIBIT E
Federal Debarment and Suspension

a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:

   1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;

   2. Does not have a proposed debarment pending;

   3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and

   4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.

c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the 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.

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.

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. Any works and materials created, developed, and purchased under this contract (collectively the "Works and Materials") shall be governed under a Creative Commons Attribution 4.0 International (CC by 4.0) that allows the user (NHED and all subsequent users):

- To copy and redistribute the material in any medium or format; and
- To remix, transform, and build upon the materials for any purposes, even commercially.

These permissions are granted as long as the user gives appropriate credit (i.e., attribution) to the original work, provides a link to the license, and indicates if changes were made. For more details on the legal foundation of the license, see: https://creativecommons.org/licenses/by/4.0/legalcode. Further, no Works and Materials produced in whole or in part under this Agreement shall be the subject of an application for copyright or patent by or on behalf of NHED, or the Contractor. 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.

CERTIFICATE OF ATTESTION

Corporation

I, Erin Joyce, **hereby certify** that I am the duly appointed Secretary of
(Name of Clerk of Corporation)

The National Center for the Improvement of Educational Assessment. I hereby certify that Scott F. Marion,
(Corporation Name) (Name of Contract Signatory)

Executive Director, is duly authorized to execute contracts on behalf of
(Title of Contract Signatory)

The National Center for the Improvement of Educational Assessment and may bind the company thereby.
(Corporation Name)

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. This authority **remains valid for thirty (30)** days. 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 corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 5/26/23 **ATTEST:** Erin Joyce, Contract Coordinator
(Signature of Clerk of Corporation) (Title of Clerk of Corporation)

SM

05/26/23

State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: **299403**

Certificate Number: **0006220846**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of May A.D. 2023.

David M. Scanlan
Secretary of State

NATICEN-01

ATAYLOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/2/2023

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
AssuredPartners New England, Inc.
P.O. Box 836
Portsmouth, NH 03802

CONTACT NAME: Laurie McIntire, ACSR
PHONE (A/C, No, Ext): (603) 399-6302 FAX (A/C, No): (603) 399-6302
E-MAIL ADDRESS: Laurie.McIntire@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hanover Ins. Co.	22292
INSURER B: Citizens Ins. Co. of America	31534
INSURER C: Twin City Fire Insurance	29459
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
The National Center For The Improvement of Educational Assessment
31 Mount Vernon St
Dover, NH 03820

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR			[redacted]	11/1/2022	11/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE L MIT APPL ES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			[redacted]	11/1/2022	11/1/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACC DENT	$
	If yes, describe under DESCR PTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Cyber Liability			[redacted]	3/20/2023	3/20/2024		1,000,000
C	Professional Liab			[redacted]	3/20/2023	3/20/2024		2,000,000

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

CERTIFICATE HOLDER

NH Department of Education
25 Hall 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

Mike Ross

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/30/2022

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

Marsh Affinity
a division of Marsh USA Inc.
PO Box 14404
Des Moines, IA 50306-9686

CONTACT NAME: Marsh Affinity
PHONE (A/C, No, Ext): 866-237-4079 FAX (A/C, No):
E-MAIL ADDRESS: ADPTotalSource@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: New Hampshire Insurance Co.	23841
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

ADP TotalSource FL XVII, Inc.
5800 Windward Parkway
Alpharetta, GA 30005
Alternate Employer:
NCIEA, Inc

31 MOUNT VERNON STREET
Dover, NH 038200000

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	07/01/2022	07/01/2023	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

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

CERTIFICATE HOLDER

New Hampshire Department of Education

101 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Jo Phillips

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The ACORD name and logo are registered marks of ACORD

Mission Statement:

The Center for Assessment accomplishes its mission by providing services directly to states in conjunction with states' large-scale assessment and accountability programs. The Center also works with organizations that work directly with states, or whose work impacts states. The Center also seeks to develop and disseminate broadly policies and practices that will improve educational assessment and accountability. The Center pursues the dissemination of the best practices through our annual conference; through extensive work with states' technical advisory committees; through work with organizations that do similar research, development, and dissemination; and through numerous publications and presentations at professional conferences.

Salary Sheet

Key Personnel	Amount of the salary paid by the contract
Scott Marion	$30,000.00
Brian Gong	$30,000.00
Jeri Thompson	$30,000.00

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

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

REVIEWED BY THE BOARD OF TRUSTEES

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

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

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INDEPENDENT AUDITORS' REPORT

CUMMINGS LAMONT & McNAMEE, PLLC

"Trusted Advisors for over 60 years!"

CERTIFIED PUBLIC ACCOUNTANTS

PO Box 328
Kennebunk, Maine 04043-0328
TEL 207 985-3339
FAX 207 985-1339

One New Hampshire Ave, Ste 125
Portsmouth, NH 03801
TEL 603 430-6200
FAX 603 430-6209

118 Portsmouth Ave, Ste D206
Stratham, NH 03885
TEL 603 772-3460
FAX 603 772-7097

71 Pine Hill Rd
Wolfeboro, NH 03894
TEL 603-569-6200

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Cindy K. Edwards, MBA
Wanda J. Ring, CPA
Michelle Goldsmith, MST, CPA
Melanie Bunker, CPA
Heather A. Ashton, MBA, MST, CPA

Member:
American Institute of CPAs

Licensed in Maine, New Hampshire and Massachusetts

March 23, 2023

To the Board of Trustees
The National Center for the Improvement of Educational Assessment, Inc.
Dover, New Hampshire

Opinion

We have audited the accompanying financial statements of The National Center for the Improvement of Educational Assessment, Inc. (a nonprofit organization), which comprise the statements of financial position as of December 31, 2022 and 2021 and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The National Center for the Improvement of Educational Assessment, Inc. as of December 31, 2022 and 2021, and the changes in its net assets, functional expenses, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of The National Center for the Improvement of Educational Assessment, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The National Center for the Improvement of Educational Assessment, Inc's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The National Center for the Improvement of Educational Assessment, Inc.'s internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The National Center for the Improvement of Educational Assessment, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Cummings, Lamont & McNamee, PLLC

Certified Public Accountants
Stratham, New Hampshire

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

STATEMENTS OF FINANCIAL POSITION

DECEMBER 31,

ASSETS	2022	2021
CURRENT ASSETS		
Cash and cash equivalents	$ 942,338	$ 1,137,912
Accounts receivable	1,655,782	1,745,536
Unbilled receivables	289,166	214,545
Prepaid expenses	32,156	34,414
Employee receivable	504	304
Total Current Assets	2,919,946	3,132,711
PROPERTY AND EQUIPMENT		
Land and land improvements	506,051	506,051
Building	1,987,592	1,987,592
Furniture, fixtures and equipment	356,307	326,669
	2,849,950	2,820,312
Less accumulated depreciation	(974,369)	(865,173)
Total Property and Equipment, Net	1,875,581	1,955,139
OTHER ASSETS		
Investments	2,985,720	3,189,493
Total Other Assets	2,985,720	3,189,493
Total Assets	$ 7,781,247	$ 8,277,343

See Notes to Financial Statements

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

STATEMENTS OF FINANCIAL POSITION

DECEMBER 31,

LIABILITIES AND NET ASSETS	2022	2021
CURRENT LIABILITIES		
Accounts payable	$ 79,988	$ 87,278
Accrued retirement plan contribution	57,862	49,857
Accrued employee lease	289,928	259,162
Accrued vacation	250,275	218,780
Deposits for services	1,031,788	962,042
Total Current Liabilities	1,709,841	1,577,119
NET ASSETS		
Net assets without restriction	6,071,406	6,700,224
Total Net Assets	6,071,406	6,700,224
Total Liabilities and Net Assets	$ 7,781,247	$ 8,277,343

See Notes to Financial Statements

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

STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS

YEARS ENDED DECEMBER 31,

	2022	2021
REVENUES AND SUPPORT		
Consulting	$ 6,344,416	$ 5,613,012
Interest income	8,478	3,340
Dividend income, net of investment fees	55,493	78,011
Unrealized investment gains (losses)	(436,834)	52,628
Total Revenues and Support	5,971,553	5,746,991
EXPENSES		
Program services	5,957,462	4,559,151
General and administrative	642,909	543,130
Total Expenses	6,600,371	5,102,281
INCREASE (DECREASE) IN NET ASSETS WITHOUT RESTRICTIONS FROM OPERATING ACTIVITIES	(628,818)	644,710
NET ASSETS, BEGINNING OF YEAR	6,700,224	6,055,514
NET ASSETS, END OF YEAR	$ 6,071,406	$ 6,700,224

See Notes to Financial Statements

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

STATEMENT OF FUNCTIONAL EXPENSES

YEAR ENDED DECEMBER 31, 2022

	Program Services	General and Administrative	Total
Leased employees	$ 3,873,086	$ 350,653	$ 4,223,739
Consulting fees	903,722	-	903,722
Professional mission	439,169	-	439,169
Travel and meals	376,216	-	376,216
Depreciation	-	109,196	109,196
Contributions	67,524	-	67,524
Dues and subscriptions	65,636	-	65,636
Advertising	63,200	-	63,200
Internship	59,853	-	59,853
Maintenance and repairs	-	52,523	52,523
Technical support	26,936	9,819	36,755
Insurance	-	32,603	32,603
Supplies	27,377	4,831	32,208
Board expenses	-	30,149	30,149
Telephone	22,131	3,906	26,037
Legal and accounting	-	21,520	21,520
Professional development	15,456	-	15,456
Licenses and fees	-	14,987	14,987
Utilities	-	11,654	11,654
Internet access	9,040	-	9,040
Uncollectible receivables	4,813	-	4,813
Conferences and meetings	2,206	-	2,206
Leased equipment	-	1,068	1,068
Postage	761	-	761
Printing and publications	336	-	336
TOTALS	$ 5,957,462	$ 642,909	$ 6,600,371

See Notes to Financial Statements

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

STATEMENT OF FUNCTIONAL EXPENSES

YEAR ENDED DECEMBER 31, 2021

	Program Services	General and Administrative	Total
Leased employees	$ 3,334,870	$ 320,417	$ 3,655,287
Consulting fees	735,370	-	735,370
Depreciation	-	98,717	98,717
Travel and meals	98,072	-	98,072
Professional mission	88,656	-	88,656
Advertising	66,250	-	66,250
Dues and subscriptions	63,971	-	63,971
Contributions	53,929	-	53,929
Maintenance and repairs	-	39,123	39,123
Internship	30,750	-	30,750
Telephone	24,573	4,336	28,909
Insurance	-	26,968	26,968
Technical support	17,447	5,816	23,263
Legal and accounting	-	21,655	21,655
Supplies	17,602	3,106	20,708
Professional development	15,678	-	15,678
License and fees	-	12,448	12,448
Rent and utilities	-	8,598	8,598
Internet access	7,408	-	7,408
Conferences and meetings	1,851	-	1,851
Printing and publications	1,696	-	1,696
Leased equipment	-	1,068	1,068
Board expenses	-	878	878
Postage	667	-	667
Recruitment	329	-	329
Uncollectible receivables	32	-	32
TOTALS	$ 4,559,151	$ 543,130	$ 5,102,281

See Notes to Financial Statements

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

STATEMENTS OF CASH FLOWS

YEARS ENDED DECEMBER 31,

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	$ (628,818)	$ 644,710
Adjustments to reconcile change in net assets to net cash provided by (used in) in operating activities:		
Depreciation	109,196	98,717
(Gains) losses on investments	436,834	(52,628)
Uncollectible receivables	4,813	32
Changes in operating assets and liabilities:		
Accounts receivable	84,941	(671,953)
Unbilled receivables	(74,621)	(63,356)
Prepaid expenses	2,258	(1,979)
Employee receivable	(200)	670
Accounts payable	(7,290)	44,202
Accrued retirement plan contribution	8,005	122
Accrued employee lease	30,766	27,073
Accrued vacation	31,495	22,264
Deposits for services	69,746	285,572
Promises to give	-	(5,000)
Net cash provided by (used in) operating activities	67,125	328,446
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of investments	(791,775)	(1,559,032)
Sale of investments	621,777	1,235,692
Dividends reinvested	(63,063)	(78,011)
Purchase of property and equipment	(29,638)	(68,270)
Net cash provided by (used in) investing activities	(262,699)	(469,621)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(195,574)	(141,175)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	1,137,912	1,279,087
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 942,338	$ 1,137,912

See Notes to Financial Statements

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

STATEMENTS OF CASH FLOWS

YEARS ENDED DECEMBER 31,

	2022	2021
SUPPLEMENTAL CASH FLOW DISCLOSURES:		
Income taxes paid	$ -	$ -
Interest expense paid	$ -	$ -

SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES:

There were no noncash investing and financing activities for the years ended December 31, 2022 and 2021.

See Notes to Financial Statements

Note 1 – Nature of the Organization

The National Center for the Improvement of Educational Assessment, Inc. (the Center) was incorporated as a non-profit corporation in the State of New Hampshire on August 11, 1998. The Center is exempt from federal and state income taxes under Internal Revenue Code Section 501(c)(3).

The Center was organized to improve the educational achievements of students through improved practices in educational testing. The Center offers consulting services in many areas related to educational assessment and accountability programs.

Note 2 – Summary of Significant Accounting Policies

The financial statements of the Center have been prepared on the accrual basis. The significant accounting policies followed by the Center are described below to enhance the usefulness of the financial statements to the reader.

Basis of Presentation - The Center follows the provisions of FASB Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements for Not-for-Profit Entities*. In accordance with these provisions, the Center is required to report information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified as follows:

Net assets without donor restrictions - Net assets that are not subject to donor-imposed stipulations.

Net assets with donor restrictions - Net assets subject to donor-imposed stipulations that 1) may or will be met either by actions of the Center and/or the passage of time or 2) they be maintained permanently by the Center. There were no net assets with donor restrictions at December 31, 2022 and 2021.

Cash and Cash Equivalents - For purposes of the statement of cash flows, the Center considers time deposits and all highly liquid debt instruments with original maturities of three months or less to be cash equivalents. Restricted cash and cash equivalents are limited in use to payment of costs in connection with a specific project. Cash and short-term investments held in a bank money market account are reported as investments instead of cash because the Center holds those funds as a long-term investment. There were no cash equivalents at December 31, 2022 and 2021.

Revenue Recognition, accounts receivable, unbilled receivables and deposits for services - Revenues are recognized as they are earned based on time and related expenses incurred on various contracts. The timing of revenue recognition, billings and cash collections results in billed accounts receivable, unbilled receivables (contract assets), and deposits for services (contract liabilities) on the Statement of Financial Position. Amounts are billed as work progresses in accordance with agreed-upon contractual terms, either at periodic intervals (e.g., quarterly or monthly) or upon achievement of contractual milestones. Generally, billing occurs subsequent to revenue recognition, resulting in contract assets. However, the Center sometimes receives advances or deposits from educational entities before revenue is recognized, resulting in contract liabilities. These deposits are liquidated when revenue is recognized.

Accounts receivable and unbilled receivables - Accounts receivable and unbilled receivables consist of trade receivables due from contractual commitments with state departments of education and various other educational entities. The Center records uncollectible receivables using the direct write-off method. Generally accepted accounting principles require that the allowance method be used to recognize uncollectible receivables; however, the effect of using the direct write-off method is not materially different from the results that would have been obtained under the allowance method. The Center considers receivables uncollectible after all efforts for collection have been exhausted. The uncollectible receivables expense was $4,813 and $32 for 2022 and 2021, respectively. It is the Center's policy not to accrue finance charges on past due accounts or to require collateral when extending credit.

Note 2 – Summary of Significant Accounting Policies (continued)

Property and Equipment - Property and equipment are stated at cost. Donated items are stated at their fair market value at the date of the gift. Maintenance, repairs and other expenses that do not enhance the value or increase the basic useful lives of the assets are charged to current operations. It is the policy of the Center to capitalize property and equipment with a cost or value equal to or greater than $5,000 and an estimated useful life of more than one year. Depreciation is provided for over the estimated useful lives of the individual assets using the straight line method and accelerated methods with periods ranging from 3 to 39 years. Depreciation expense amounted to $109,196 in 2022 and $98,717 in 2021.

Investments - The Center carries cash in money market, certificates of deposit and investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the statement of financial position. Interest, dividends, and realized and unrealized gains and losses are reported in the statement of activities as increases or decreases in net assets without restrictions, unless their use is restricted by donors.

Advertising - Advertising costs are charged to expense as incurred. Advertising expenses for 2022 and 2021 totaling $63,200 and $66,250 respectively, have been included in the accompanying statement of activities.

Use of Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Functional Allocation of Expenses - The costs of providing the Center's various programs and other activities have been summarized on a functional basis in the statements of activities. Directly identifiable expenses are charged to programs and supporting services. Administrative expenses include those expenses that are not directly identifiable with any other specific function but provide for the overall support and direction of the Center. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

The financial statements of the Center report certain categories of expenses that are attributable to more than one program or supporting function. Therefore these expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include salaries and benefits and tech support, which are allocated on the basis of time and effort.

Income Taxes - The Center is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The Center has also been classified as an entity that is not a private foundation within the meaning of Section 509(a). The federal and state of New Hampshire informational tax returns of the Center are subject to examination, generally for three years after they were filed.

Note 3 – Concentrations of Credit Risk

The Center maintains cash, comprised of bank deposit accounts, a money market fund account, and investment balances which are insured by the Federal Deposit Insurance Corporation and the Securities Investor Protection Corporation. At times balances may exceed insured limits. Management has evaluated this risk and considers it to be a normal business risk.

The Center maintains its cash and securities with a high quality financial institution which the Center believes limits its cash and custodial risk. As of December 31, 2022, the Center has not experienced any losses in such accounts.

At December 31, 2022, approximately 10% of the accounts receivable was from Utah State Office of Education.

At December 31, 2021, approximately 9% of the accounts receivable was from Utah State Office of Education.

At December 31, 2022, approximately 14% of unbilled receivables was from the Commonwealth of Kentucky.

At December 31, 2021, approximately 26% of unbilled receivables was from the EdCount, LLC.

Note 4 – Investments

The Board of Trustees voted in May 2017 to open an investment account. Investments are recorded at fair value. Fair value is based on quoted market prices, if available, or estimated using quoted market prices for similar securities. Investment revenues (expenses) totaled $(381,341) and $130,639 for 2022 and 2021 respectively. Cost and the approximate fair value of investments are summarized below as of December 31,

	2022		2021	
	Cost	Market Value	Cost	Market Value
Cash	$ 264,359	$ 264,359	$ 628,276	$ 628,276
Certificate of deposits	-	-	350,000	349,920
Money market accounts	579,791	579,791	9,652	9,652
Equities	1,153,539	1,087,415	1,024,240	1,183,146
Fixed income	1,213,821	1,054,155	1,014,932	1,018,499
Total investments	$ 3,211,510	$ 2,985,720	$ 3,027,100	$ 3,189,493

The following schedule summarizes the investment return and its classification in the statement of activities for the year ended December 31:

	2022	2021
Dividend income	$ 69,466	$ 91,795
Investment fees	(13,973)	(13,784)
Total Dividend income, net of investment fees	55,493	78,011
Net realized and unrealized gains (losses) from long-term investments	(436,834)	52,628
Total Investment Return (loss)	$ (381,341)	$ 130,639

The investments are held by an investment brokerage firm, which at times may exceed federally insured limits by the Securities Investor Protection Company. However, it is the opinion of management that the solvency of the referenced brokerage firm is not of particular concern and therefore does not feel the Center is exposed to significant risk as a result of the uninsured balance.

Note 5 – Fair Values of Assets

The Center adopted Statement of Financial Accounting Standards, *Fair Value Measurements,* which provides a framework for measuring fair value under GAAP. This standard defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. This standard requires that valuation techniques maximize the use of observable inputs and minimize the use of unobservable inputs. This standard also established a fair value hierarchy, which prioritizes the valuation inputs into three broad levels.

Note 5 – Fair Values of Assets (continued)

There are three general valuation techniques that may be used to measure fair value, as described below:

1) Market approach - Uses prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities. Prices may be indicated by pricing guides, sale transactions, market trades, or other resources;

2) Cost approach - Based on the amount that currently would be required to replace the service capacity of an asset (replacement cost); and

3) Income approach - Uses valuation techniques to convert future amounts to a single present amount based on current market expectations about the future amounts (includes present value techniques, and option-pricing models). Net present value is an income approach in which a stream of expected cash flows is discounted at an appropriate market interest rate.

For the year ended December 31, 2022, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following table sets forth by level, within the fair value hierarchy, the Center's investments at fair value at December 31, 2022.

Description	Fair Values	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Cash and cash equivalents	$ 264,359	$ 264,359	$ -	$ -
Money market accounts	579,791	579,791	-	-
Equities	1,087,415	1,087,415	-	-
Fixed income	1,054,155	1,054,155	-	-
Total	$ 2,985,720	$ 2,985,720	$ -	$ -

Fair value for the investments are determined by reference to quoted market prices and other relevant information generated by market transactions. There were no changes in the valuation techniques during the current year.

Note 6 – Line of Credit

The Center had a revolving line of credit with maximum credit of $100,000. The interest rate is adjusted to the Wall Street Journal Prime Rate plus 1%. The interest rate for the line of credit was 8.50% at December 31, 2022 and 4.25% at December 31, 2021. There were no outstanding borrowings under the line of credit as of December 31, 2022 and 2021. In March 2022 the line of credit was extended to May 31, 2023

Note 7 – Leased Employees

The Center leases employees through an agreement with an employee leasing company. The staff of the Center are employees of the leasing company to which the Center pays fees covering wages, payroll taxes, benefits and management fees.

The fees paid to the leasing company include funding of a 401(k) plan which covers all staff of the Center. Under the plan, the Center will contribute 9% of the employees' salary when the employees contribute 1% into their own 401(k) plan and an additional 2% at the end of the calendar year when the employees contribute 2%. To receive the additional 2% at year end, employees must have worked over 1,000 hours and be employed on the last day of the Plan year.

Employer contributions during the years ended December 31, 2022 and 2021 were $321,635 and $287,106, respectively.

Note 8 – Professional Mission

The mission of the Center is to promote the improvement of practices nationwide in educational assessment and accountability. This is accomplished by providing assistance with assessment and accountability issues to local schools, sponsoring lecture series, writing papers, and convening colloquia about emerging educational assessment and accountability issues. Management has determined that the Center has contributed 4,968 mission service hours in 2022 and 5,414 mission service hours in 2021 in order to perform these functions.

Note 9 – Contingent Liabilities

The Center enters into agreements with states and various institutions to perform services. The Center believes it has satisfied all requirements of those agreements, noncompliance with which would have a negative financial impact on the Center and could require potential cash repayments.

Note 10 – Contingencies

In September 2009 the Board of Trustees for the Center unanimously approved changes to the benefits available to retirees who meet certain criteria. Specifically, the Center will continue to provide health benefits for a retiree and/or spouse, if applicable, to any retiree that has reached the age of sixty and has been employed by the Center for eight of the last ten consecutive years. Upon reaching the age of 60 the Center will provide $500 per month for a single employee or the surviving spouse of a former employee, or $1,000 per month for a retired employee and spouse, to apply toward medical expenses, including premiums on health insurance. The Center will also establish a self-insurance fund for each retired employee. After paying for a medical expense the employee would submit a request for reimbursement to Group Dynamic, Inc. which would then distribute a check from the account to that retiree. Any unused funds shall be carried over into the next calendar year up to a limit of $24,000. If this amount is not used within two years, the remaining unused funds will revert to the Center.

It was the Board's intention that the approval of this policy would not permanently commit the Center or the Board and that the policy would be reviewed at least every two years and adjustments made if the financial situation of the Center changes or if changes to state and/or federal laws affecting retiree and/or medical benefits are changed.

At December 31, 2022, the Center had six employees eligible for this benefit. The number of employees becoming eligible during the next five years is as follows:

2023	0
2024	1
2025	1
2026	0
2027	0

Note 10 – Contingencies (continued)

Because of the Board's current intent to provide post-retirement health benefits to its long-term employees, there is a reasonable possibility that a liability exists. However, due to the indeterminate nature of future eligibility and funding, an estimate of this liability cannot be calculated, therefore, no liability has been accrued for these benefits.

Note 11 – Liquidity

The Center has $5,973,006 of financial assets available within one year of the statement of financial position date to meet cash needs for general operating expenditures, consisting of cash of $942,338, accounts receivable of $1,655,782, unbilled receivables of $289,166 and investments of $2,985,720. Additionally, the Center maintains a $100,000 line of credit, of which $100,000 remained available at December 31, 2022.

Note 12 – Uncertainty

Starting in March 2020, local, U.S., and world governments have encouraged self-isolation to curtail the spread of the global pandemic, coronavirus disease (COVID-19), by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement, volatility in investment returns, and new business opportunities. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them. Accordingly, while management cannot quantify the financial and other impacts to the Center as of March 23, 2023, management believes that a material impact on the Center's financial position and results of future operations is reasonably possible.

Note 13 – Subsequent Events

Subsequent events have been evaluated by management through March 23, 2023, which is the date the financial statements were available to be issued. There were no material subsequent events at March 23, 2023 that require disclosure in the financial statements.

Board of Trustees and Officers

Henry Braun
(Chair)

[redacted]

Carl Cohn
(Vice Chair)

[redacted]

Linda Cook

[redacted]

Joel Degenaars

[redacted]

Gerunda Hughes

[redacted]

Stephen Pruitt

[redacted]

Carina Wong

[redacted]

Carey Wright

[redacted]

Scott Marion
(President)

[redacted]

Chris Domaleski
(Secretary)

[redacted]

Carla Evans
(Treasurer)

[redacted]