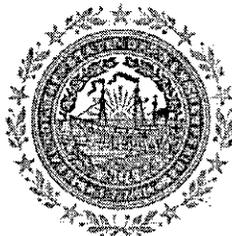


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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, NH 03301

July 22, 2024

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, Division of Education Analytics and Resources to enter into a **sole source** contract with the National Center for the Improvement of Educational Assessment, Inc. (NCIEA) (VC#158509) Dover, New Hampshire in an amount not to exceed \$229,000, to evaluate New Hampshire's Federal Accountability System effective upon Governor and Council approval through June 30, 2025. 100% Federal Funds.

Funds are available in the following account for Fiscal Year 2025 as follows:

06-56-56-567010-30590000 Assessment & Accountability

Fiscal Year	Class/Account	Class Title	Total Amount
2025	102-500731	Contracts for Program Services	\$229,000

EXPLANATION

This request is for a **sole source** contract because NCIEA has been and continues to be involved in various aspects of the federal accountability system development and implementation in New Hampshire. NCIEA calculates student growth percentiles used by the Department for accountability designations, participates in the state accountability task force, and provides support to the state's Technical Advisory Committee. Further, NCIEA supports 33 states, some of the nation's largest school districts, and other non-profit organizations committed to better assessment and accountability practices. As such, NCIEA is the only external organization with the requisite New Hampshire-specific and national knowledge and experiences to implement this project in the most effective and efficient manner.

The New Hampshire Department of Education (NHED) requires a comprehensive evaluation of its accountability system to: 1) Assess the overall effectiveness and impact of the system since its implementation in 2018; and 2) Identify next steps for improvement. Too often, accountability systems are designed and implemented without a consistent formative/summative evaluation and a plan for

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

continuous improvement. This project aims to conduct a comprehensive evaluation of the relevance, coherence, effectiveness, efficiency, impact, and sustainability of the federal accountability system used to designate public schools in New Hampshire. The evaluation will include quantitative and qualitative analyses, interviews/surveys, and document review, as deemed necessary. Interim reports will summarize the evaluation results for each criterion outlined above. The final report will include a detailed and comprehensive narrative of the research questions, methodologies utilized, analysis results, and any data produced during the process (i.e. interview notes). The conclusion and discussion section of the report will include reflections on the implications of the studies and recommendations for the next steps.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Frank Edelblut". The signature is written in a cursive style with a large, sweeping flourish at the end.

Frank Edelblut
Commissioner of Education

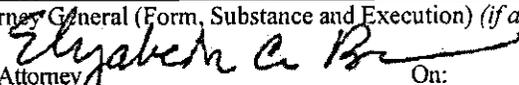
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 National Center for the Improvement of Educational Assessment, Inc.		1.4 Contractor Address 31 Mount Vernon Street, Dover, NH 03820	
1.5 Contractor Phone Number 603-516-7900	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$229,000.00
1.9 Contracting Officer for State Agency Dr. Nathaniel Greene		1.10 State Agency Telephone Number 603-573-6556	
1.11 Contractor Signature <i>Scott Marion</i> Date: 07/11/2024		1.12 Name and Title of Contractor Signatory Scott Marion, Executive Director	
1.13 State Agency Signature  Date: 7/23/2024		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: 7/23/2024			
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

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

Impact Analysis and Evaluation of the New Hampshire Federal Accountability System

The New Hampshire Department of Education (NHED) requires a comprehensive evaluation of its accountability system to: 1) Assess the overall effectiveness and impact of the system since its implementation in 2018; and 2) Identify next steps for improvement. Too often, accountability systems are designed and implemented without a consistent formative/summative evaluation and a plan for continuous improvement. The National Center for the Improvement of Educational Assessment, Inc. (NCIEA) will assist NHED in conducting this analysis and evaluation from the following lens:

1. **Relevance:** How reliable and accurate is the accountability system in identifying schools, as required under and intended by the Every Student Succeeds Act (ESSA) and the New Hampshire ESSA Consolidated State Plan?
2. **Coherence:** How well does the accountability system implementation fit with other related workstreams and initiatives?
3. **Effectiveness:** How well is the accountability system achieving or contributing to its intended objectives, such as school improvement?
4. **Efficiency:** How well are NHED's accountability-related resources being used by its key stakeholders?
5. **Impact:** How is the accountability system impacting its key stakeholders and school improvement?
6. **Sustainability:** What are the net benefits and potential drawbacks of the accountability system and next steps for improvement?

Below is a more detailed description of how the system will be analyzed and evaluated. As the project progresses and NCIEA examines the availability and analysis of the relevant data, NCIEA, in consultation with NHED, may adjust certain aspects of the project to better meet the ultimate objectives.

Criteria 1

Evaluating relevance and effectiveness: To assess the system's relevance, NCIEA will investigate whether the system identifies "right" schools. In doing so, it will consider two potential types of errors in identification: (1) schools that were identified, but should have not been (i.e., a false-positive), and (2) schools that were not identified, but should have been (i.e., a false-negative). It will also conduct reliability analyses, i.e., by exploring the reliability of individual indicators and the profile method for school identification. The accuracy and reliability studies will also aim to assess how and to what extent each indicator impacts the final designation of a school. NCIEA will examine the reliability of each indicator in the system and the overall decision and document the influence of using three-years compared to one on the reliability of the overall determinations.

To evaluate the system's effectiveness, NCIEA will analyze the performance of schools and subgroups (both identified and non-identified) from multiple angles to see if there has been improvement. For example, it will trace the performance of schools from when they were first identified through the most recent set of data available. These descriptive analyses will document the performance of schools and identified student groups over time. NCIEA will also look for schools with notable levels of improvement and interview school and district leaders to gain insights into how the supports and resources contributed to efforts at the school to improve student opportunities and outcomes. Lastly, NCIEA will compare the performance of identified schools with those schools that "just missed" being identified. Using regression

EXHIBIT B
Scope of Work
Continued

discontinuity analyses or similar approaches, it will examine the extent to which being identified led to relatively higher (or lower) rates of improvement compared to similar schools.

Criteria 2

Evaluating coherence and efficiency: To assess the system’s coherence and efficiency, NCIEA will investigate how the accountability system implementation fits with other related workstreams, such as the improvement activities of NHED and school districts and analyze how the accountability-related resources from NHED are being used by its key stakeholders. For example, NCIEA will conduct interviews of NHED school improvement and finance personnel, and a sample of district Title I directors to understand how various investments, categorized as personnel, products, or services, are being used to support improvement. The project will delve into any potential connections between these investments and improved performance.

Criteria 3

Evaluating impact and sustainability: To evaluate the system’s impact, NCIEA will investigate whether the accountability system is producing useful information for and leading to meaningful difference in practice among its stakeholders. For example, NCIEA will interview a range of stakeholders at both identified and non-identified schools to understand how they interpret and use accountability data. It will also conduct cognitive laboratories (think-aloud protocols) with a subset of interviewees to deeply understand how they are interpreting the information presented on the accountability reports. Lastly, NCIEA, in consultation with NHED, will analyze all information collected to identify the system’s net benefits, overall sustainability and next steps for improvement.

The following table displays the tentative timeline and tasks for the evaluation criteria:

Date	Task/Activity
Upon Governor and Council approval	Data transfer between NHED and NCIEA to enable quantitative analyses, based on specifications developed by NCIEA
Upon Governor and Council approval - August, 2024	Evaluate the relevance and effectiveness by: <ol style="list-style-type: none"> 1. Designing and updating plans for quantitative analyses 2. Conducting reliability and accuracy 3. Tracing patterns of entry and exit 4. Evaluating rates of improvement of schools identified for support services 5. Producing an interim report with a summary of the results
Upon Governor and Council approval - September, 2024	Evaluate the coherence and efficiency by: <ol style="list-style-type: none"> 1. Designing an approach to examine resource allocations and usage 2. Designing interview protocols 3. Documenting resource allocations since 2018 for schools identified for support and improvement 4. Conducting interviews with key stakeholders 5. Producing an interim report with a summary of the results
Upon Governor and Council approval - September, 2024	Evaluate the impact and sustainability by: <ol style="list-style-type: none"> 1. Creating the sampling frame 2. Designing interview protocols

EXHIBIT B
Scope of Work
Continued

	<ol style="list-style-type: none"> 3. Recruiting interview participants 4. Conducting interviews of various stakeholders 5. Producing an interim report with a summary of the results
October – November, 2024	Draft the final report
November, 2024	Present the report to NHED, the NH Accountability Task Force, and other audiences as determined by NHED
December, 2024	Complete the final report (including an executive summary) and prepare it for distribution to stakeholders as determined by NHED

Interim and Final Reports

The interim reports will summarize the evaluation results for each criterion outlined above at the conclusion of the corresponding evaluation stage. The final report will include a detailed and comprehensive narrative of the research questions, methodologies utilized, analysis results, and any data produced during the process (i.e. interview notes). The conclusions and discussion section of the report will include reflections on the implications of the studies and recommendations for the next steps.

Personnel

Scott Marion, Executive Director, and Nathan Dadey, Senior Associate, will co-lead this project for NCIEA. They will draw on the expertise of other NCIEA staff members and interns (advanced doctoral students) as necessary, in consultation with NHED.

**EXHIBIT C
Method of Payment**

Budget:

Task/Activity	Cost
Data transfer between NHED and the Center to enable quantitative analyses	\$4,000
Evaluate the relevance and effectiveness	\$55,000
Evaluate the coherence and efficiency	\$35,000
Evaluate the impact and sustainability	\$65,000
Draft the final report	\$35,000
Present the report to NHED, the NH Accountability Task Force, and other audiences as determined by NHED	\$15,000
Complete the final report (including an executive summary) and prepare it for distribution to stakeholders as determined by NHED	\$20,000
Total	\$229,000

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 \$229,000.

Funding Source: Funds are available in the following account for Fiscal Year 2025 as follows:

06-56-56-567010-30590000 Assessment & Accountability

Fiscal Year	Class/Account	Class Title	Total Amount
2025	102-500731	Contracts for Program Services	\$229,000

Method of Payment: Payment is to be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. A final invoice is due within 30 days of the end of this contract. Invoices and reports shall be electronically submitted to:

accountability@doe.nh.gov

EXHIBIT D
Contractor Obligations

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

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

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

Procurement of Recovered Materials

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

Revised 6-5-21

EXHIBIT E
Federal Debarment and Suspension

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

Revised 6-5-21

EXHIBIT F
Anti-Lobbying

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

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

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

<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.

Revised 6-5-21

EXHIBIT G

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

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the 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 6-5-21

EXHIBIT H
Data Protection

Revised 2-2023

Data Protection

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

1. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
2. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
3. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
4. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
5. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

Data Location

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

Security Incident Or Data Breach

The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

1. Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

2. Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.
3. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact immediately, unless shorter time is required by applicable law, and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

Breach Responsibilities

1. This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third-party designee hosting the data as agreed upon by the Contractor and the State.
2. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
3. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:
 - a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
 - b. promptly implement necessary remedial measures, if necessary; and
 - c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
4. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third-party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third-party hosting company shall bear the costs associated with:
 - a. the investigation and resolution of the Data Breach;
 - b. notifications to individuals, regulators or others required by State law;
 - c. a credit monitoring service required by State (or federal) law;
 - d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
 - e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

CERTIFICATE OF ATTESTATION

Corporation

I, Stephen L Pruitt, hereby certify that I am the duly appointed Secretary of
(Name of Clerk of Corporation)

NCIEA, I hereby certify that Scott Marion
(Corporation Name) (Name of Contract Signatory)

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

NCIEA 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: 07/11/2024

ATTEST:  Secretary
(Signature of Clerk of Corporation) (Title of Clerk of Corporation)

State of New Hampshire

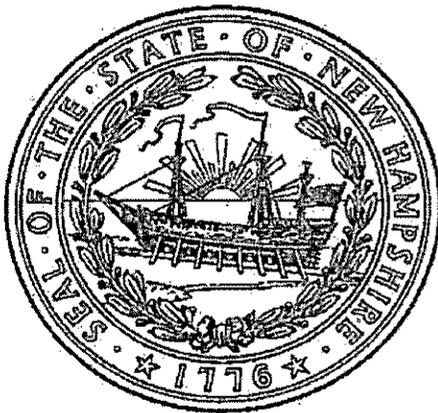
Department of State

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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 299403

Certificate Number: 0006661896



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

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

<u>Key Personnel</u>	<u>Salary</u>	<u>Amount of the salary paid by the contract</u>
Scott Marion	\$320,160.00	\$54,180.00
Nathan Dadey	\$172,000.00	\$31,555.00

Board of Trustees and Officers

Henry Braun
Chair
Term expires: 9/25



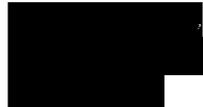
chair@nciea.org
Affiliation: Boston College

Carl Cohn
Vice Chair
Term expires: 9/25



vicechair@nciea.org
Affiliation: California Collaborative for Educational Excellence

Joel Degenaars
Treasurer
Term expires: 9/26



treasurer@nciea.org
Affiliation: Wentworth Douglass Hospital

Stephen Pruitt
Secretary
Term expires 9/25



sp-board@nciea.org
Affiliation: SREB

Linda Cook
Term expires 9/25



lc-board@nciea.org

Gerunda Hughes
Term expires: 9/26



gh-board@nciea.org
Affiliation: Howard University

Carina Wong
Term expires: 9/25



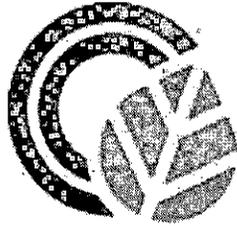
cw-board@nciea.org
Affiliation: Craft Strategy

Scott Marion
(President)
Term: perpetual



smarion@nciea.org

Effective 7/1/24-6/30/25



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

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2023 AND 2022

REVIEWED BY THE BOARD OF TRUSTEES

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

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2023 AND 2022

<u>FINANCIAL STATEMENTS</u>	<u>PAGE</u>
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Statements of Activities and Changes in Net Assets	5
Statements of Functional Expenses	6 - 7
Statements of Cash Flows	8 - 9
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INDEPENDENT AUDITORS' REPORT

April 3, 2024

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, 2023 and 2022 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, 2023 and 2022, 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.

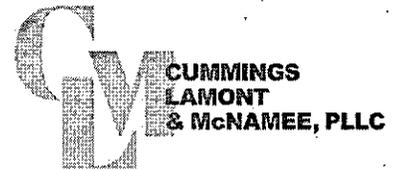
Responsibilities of Management for the Financial Statements

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.

Auditors' 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.



*"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

■
<http://www.clmcpa.com>
e-mail: clm@clmcpa.com

■
Raymond L. Bald, CPA, CFE
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

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, Lavent & McNamara, PLLC

Certified Public Accountants
Stratham, New Hampshire

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

STATEMENTS OF FINANCIAL POSITION

DECEMBER 31,

ASSETS	<u>2023</u>	<u>2022</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 785,340	\$ 942,338
Accounts receivable	2,327,899	1,655,782
Unbilled receivables	336,194	289,166
Prepaid expenses	19,666	32,156
Employee receivable	-	504
Total Current Assets	<u>3,469,099</u>	<u>2,919,946</u>
PROPERTY AND EQUIPMENT		
Land and land improvements	563,889	506,051
Building	1,987,592	1,987,592
Furniture, fixtures and equipment	<u>367,212</u>	<u>356,307</u>
	2,918,693	2,849,950
Less accumulated depreciation	<u>(1,080,536)</u>	<u>(974,369)</u>
Total Property and Equipment, Net	<u>1,838,157</u>	<u>1,875,581</u>
OTHER ASSETS		
Investments	<u>3,103,885</u>	<u>2,985,720</u>
Total Other Assets	<u>3,103,885</u>	<u>2,985,720</u>
Total Assets	<u>\$ 8,411,141</u>	<u>\$ 7,781,247</u>

See Notes to Financial Statements

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

STATEMENTS OF FINANCIAL POSITION

DECEMBER 31,

	<u>2023</u>	<u>2022</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 59,820	\$ 79,988
Accrued retirement plan contribution	57,571	57,862
Accrued employee lease	281,591	289,928
Accrued vacation	213,421	250,275
Deposits for services	<u>1,461,006</u>	<u>1,031,788</u>
Total Current Liabilities	<u>2,073,409</u>	<u>1,709,841</u>
NET ASSETS		
Net assets without restriction	<u>6,337,732</u>	<u>6,071,406</u>
Total Net Assets	<u>6,337,732</u>	<u>6,071,406</u>
Total Liabilities and Net Assets	<u>\$ 8,411,141</u>	<u>\$ 7,781,247</u>

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,

	<u>2023</u>	<u>2022</u>
REVENUES AND SUPPORT		
Consulting	\$ 6,758,252	\$ 6,344,416
Interest income	9,737	8,478
Dividend income, net of investment fees	94,271	55,493
Realized and unrealized investment gains (losses)	<u>175,113</u>	<u>(436,834)</u>
Total Revenues and Support	<u>7,037,373</u>	<u>5,971,553</u>
EXPENSES		
Program services	6,102,283	5,957,462
General and administrative	<u>668,764</u>	<u>642,909</u>
Total Expenses	<u>6,771,047</u>	<u>6,600,371</u>
INCREASE (DECREASE) IN NET ASSETS WITHOUT RESTRICTIONS FROM OPERATING ACTIVITIES	266,326	(628,818)
NET ASSETS, BEGINNING OF YEAR	<u>6,071,406</u>	<u>6,700,224</u>
NET ASSETS, END OF YEAR	<u>\$ 6,337,732</u>	<u>\$ 6,071,406</u>

See Notes to Financial Statements

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

STATEMENT OF FUNCTIONAL EXPENSES

YEAR ENDED DECEMBER 31, 2023

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Total</u>
Leased employees	\$ 3,887,361	\$ 369,754	\$ 4,257,115
Consulting fees	1,153,768	-	1,153,768
Travel and meals	419,263	-	419,263
Professional mission	317,521	-	317,521
Depreciation	-	106,167	106,167
Advertising	74,174	-	74,174
Dues and subscriptions	72,209	-	72,209
Contributions	50,388	-	50,388
Technical support	33,965	11,322	45,287
Board expenses	-	38,813	38,813
Maintenance and repairs	-	34,829	34,829
Insurance	-	34,329	34,329
Legal and accounting	-	31,980	31,980
Internship	27,573	-	27,573
Telephone	22,648	3,997	26,645
Licenses and fees	-	20,631	20,631
Supplies	13,740	2,425	16,165
Professional development	15,049	-	15,049
Utilities	-	12,384	12,384
Internet access	9,492	-	9,492
Printing and publications	2,446	-	2,446
Uncollectible receivables	1,920	-	1,920
Temporary help	-	1,190	1,190
Leased equipment	-	943	943
Postage	494	-	494
Conferences and meetings	272	-	272
Totals	<u>\$ 6,102,283</u>	<u>\$ 668,764</u>	<u>\$ 6,771,047</u>

See Notes to Financial Statements

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

STATEMENT OF FUNCTIONAL EXPENSES

YEAR ENDED DECEMBER 31, 2022

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Total</u>
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
License and fees	-	14,987	14,987
Rent and 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	<u>\$ 5,957,462</u>	<u>\$ 642,909</u>	<u>\$ 6,600,371</u>

See Notes to Financial Statements

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

STATEMENTS OF CASH FLOWS

YEARS ENDED DECEMBER 31,

	<u>2023</u>	<u>2022</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	\$ 266,326	\$ (628,818)
Adjustments to reconcile change in net assets to net cash provided by (used in) in operating activities:		
Depreciation	106,167	109,196
Realized and unrealized investment (gains) losses	(175,113)	436,834
Uncollectible receivables	1,920	4,813
Changes in operating assets and liabilities:		
Accounts receivable	(674,037)	84,941
Unbilled receivables	(47,028)	(74,621)
Prepaid expenses	12,490	2,258
Employee receivable	504	(200)
Accounts payable	(20,168)	(7,290)
Accrued retirement plan contribution	(291)	8,005
Accrued employee lease	(8,337)	30,766
Accrued vacation	(36,854)	31,495
Deposits for services	429,218	69,746
Net cash provided by (used in) operating activities	<u>(145,203)</u>	<u>67,125</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of investments	(290,000)	(791,775)
Sale of investments	450,000	621,777
Dividends reinvested	(103,052)	(63,063)
Purchase of property and equipment	<u>(68,743)</u>	<u>(29,638)</u>
Net cash provided by (used in) investing activities	<u>(11,795)</u>	<u>(262,699)</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(156,998)	(195,574)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>942,338</u>	<u>1,137,912</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 785,340</u>	<u>\$ 942,338</u>

See Notes to Financial Statements

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

STATEMENTS OF CASH FLOWS

YEARS ENDED DECEMBER 31,

	<u>2023</u>	<u>2022</u>
SUPPLEMENTAL CASH FLOW DISCLOSURES:		
Income taxes paid	<u>\$ -</u>	<u>\$ -</u>
Interest expense paid	<u>\$ -</u>	<u>\$ -</u>

SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES:

There were no noncash investing and financing activities for the years ended December 31, 2023 and 2022.

See Notes to Financial Statements

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

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2023 AND 2022

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, 2023 and 2022.

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, 2023 and 2022.

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.

New Accounting Standards - On January 1, 2023 the Center adopted ASU 2016-13 *Financial Instruments – Credit Losses: Measurement of Credit Losses on Financial Instruments (ASC 326)*. This standard replaced the incurred loss methodology with an expected loss methodology that is referred to as the current expected credit loss (CECL) methodology. CECL requires an estimate of credit losses for the remaining estimated life of the financial asset using historical experience, current conditions, and reasonable and supportable forecasts and generally applies to financial assets measured at amortized cost, including accounts receivable. The impact of the adoption was not considered material to the financial statements and primarily resulted in new/enhanced disclosures only. There was no allowance for credit loss at December 31, 2023 and 2022.

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

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2023 AND 2022

Note 2 – Summary of Significant Accounting Policies (continued)

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 credit loss expenses are reported as uncollectible receivables in the statements of activities to reflect receivables that the Center will be unable to collect. The uncollectible receivables expense was \$1,920 and \$4,813 for 2023 and 2022, respectively. It is the Center's policy not to accrue finance charges on past due accounts or to require collateral when extending credit.

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 \$106,167 in 2023 and \$109,196 in 2022.

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 2023 and 2022 totaling \$74,174 and \$63,200 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.

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

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2023 AND 2022

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, 2023, the Center has not experienced any losses in such accounts.

During 2023, the Center received approximately 10% of its total revenue from Hawaii Department of Education.

At December 31, 2023, approximately 28% of the accounts receivable was from Hawaii Department of Education.

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

At December 31, 2023, approximately 35% of unbilled receivables was from the Commonwealth of Kentucky.

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

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 \$269,384 and \$(381,341) for 2023 and 2022 respectively. Cost and the approximate fair value of investments are summarized below as of December 31,

	<u>2023</u>		<u>2022</u>	
	<u>Cost</u>	<u>Market Value</u>	<u>Cost</u>	<u>Market Value</u>
Cash	\$ 40,551	\$ 40,551	\$ 264,359	\$ 264,359
Money market accounts	555,985	560,842	579,791	579,791
Equities and bonds	2,413,971	2,402,851	1,153,539	1,087,415
Fixed income	<u>100,141</u>	<u>99,641</u>	<u>1,213,821</u>	<u>1,054,155</u>
Total investments	<u>\$ 3,110,648</u>	<u>\$ 3,103,885</u>	<u>\$ 3,211,510</u>	<u>\$ 2,985,720</u>

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

	<u>2023</u>	<u>2022</u>
Dividend income	\$ 109,370	\$ 69,466
Investment fees	<u>(15,099)</u>	<u>(13,973)</u>
Total Dividend income, net of investment fees	94,271	55,493
Net realized and unrealized gains (losses) from investments	<u>175,113</u>	<u>(436,834)</u>
Total Investment Return (loss)	<u>\$ 269,384</u>	<u>\$ (381,341)</u>

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 believe the Center is exposed to significant risk as a result of the uninsured balance.

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

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2023 AND 2022

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.

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, 2023, 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, 2023.

<u>Description</u>	<u>Fair Values</u>	<u>Quoted Prices in Active Markets for Identical Assets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Unobservable Inputs (Level 3)</u>
Cash and cash equivalents	\$ 40,551	\$ 40,551	\$ -	\$ -
Money market accounts	560,842	560,842	-	-
Equities and bonds	2,402,851	2,402,851	-	-
Fixed income	<u>99,641</u>	<u>99,641</u>	-	-
Total	<u>\$ 3,103,885</u>	<u>\$ 3,103,885</u>	<u>\$ -</u>	<u>\$ -</u>

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 9.50% at December 31, 2023 and 8.50% at December 31, 2022. There were no outstanding borrowings under the line of credit as of December 31, 2023 and 2022. In May 2023 the line of credit was extended to May 31, 2024

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

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2023 AND 2022

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, 2023 and 2022 were \$336,129 and \$321,635, 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 4,647 mission service hours in 2023 and 4,968 mission service hours in 2022 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, 2023, the Center had six employees eligible for this benefit. The number of employees becoming eligible during the next five years is as follows:

2024	1
2025	1
2026	0
2027	0
2028	0

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

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2023 AND 2022

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 \$6,653,318 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 \$785,340, accounts receivable of \$2,327,899, unbilled receivables of \$336,194 and investments of \$3,103,885. Additionally, the Center maintains a \$100,000 line of credit, of which \$100,000 remained available at December 31, 2023.

Note 12 – Subsequent Events

Subsequent events have been evaluated by management through April 3, 2024, which is the date the financial statements were available to be issued. There were no material subsequent events at April 3, 2024 that require disclosure in the financial statements.



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

Vita
SCOTT F. MARION
Executive Director

Scott F. Marion is the Executive Director of the non-profit The National Center for the Improvement of Educational Assessment, Inc. Previously, he served as the Associate Director of the Center since 2006 and as a Senior Associate from 2003-2006. The mission of the Center is to help states and districts foster higher student achievement through improved practices in educational assessment and accountability. The Center does this by:

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

Dr. Marion is a national leader in conceptualizing and designing innovative and balanced assessment systems to support instructional and other critical uses. He has also led extensive work across the country to design and implement school accountability systems. Dr. Marion's current projects include designing—and supporting states in implementing—assessment and accountability initiatives, providing technically defensible policy guidance, and implementing high-quality, locally designed performance-based assessments.

Scott was recently elected to the National Academy of Education and is one of three measurement specialists on the National Assessment Governing Board, which oversees the National Assessment of Educational Progress. He coordinates and/or serves on 10 state or district technical advisory committees for assessment and accountability. He has served on multiple National Research Council committees, including those that provided guidance for next-generation science assessments, investigated the issues and challenges of incorporating value-added measures in educational accountability systems, and outlined best practices in state assessment systems.

Scott is a co-author of the validity chapter in *Educational Measurement* and is the co-chair of a National Academy of Education panel writing a volume on balanced systems of assessment. He has published dozens of articles in peer-reviewed journals and edited volumes, and he regularly presents his work at the national conferences of the American Educational Research Association, National Council on Measurement in Education, and the Council of Chief State School Officers. Additionally, Scott served his community for nine years as a member of the Rye, N.H. School Board.

Scott earned a Ph.D. from the University of Colorado Boulder with a concentration in measurement and evaluation and started his career as a field biologist prior to earning his Master of Science in Science and Environmental Education from the University of Maine.

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website www.nceia.org

Education

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

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

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

Professional History

National Center for the Improvement of Educational Assessment. Dover, NH.

Executive Director, 2015-present. Associate Director, 2006-2015, and Senior Associate from 2003-2006. In addition to supporting many of the Center's clients, Scott Marion partners with Associate Director Chris Domaleski to manage the operations of the Center and works closely with the Center Board of Directors to establish the long- and short-term strategic direction of the organization.

Wyoming Department of Education. Cheyenne, WY.

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

Wyoming Department of Education. Cheyenne, WY.

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

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

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

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



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

Vita
NATHAN DADEY
Senior Associate

Nathan Dadey is interested in the design, scaling, and use of educational assessments, particularly assessments used for accountability purposes. He aims to produce methodological and applied work that contributes to improved understanding and use of assessment results in policy contexts.

In terms of methodological work, Nathan focuses on tackling issues in which typical educational measurement approaches fall short. One such area is the measurement of the Next Generation Science Standards (NGSS). For example, Nathan has supported multiple state departments of education (Delaware, Wisconsin, and Nebraska) in developing conceptualizations of their NGSS statewide systems of assessments, leading content specialists in the creation of three dimensional tasks, assisting multiple SCASS groups within the Council of Chief State School Officers and reviewing NGSS performance task quality and evaluation tools (with Achieve). A second area deals with the numerous challenges inherent in designing and implementing comprehensive systems of assessment. While working to tackling these kinds of challenges, Nathan has explored ways in which a set of “mini-interim” assessments can be scaled (with Curriculum Associates), written a policy brief addressing ESSA’s interim assessment provision and explored ways in which Bayesian networks can be used to summarize interim and summative assessment results.

In terms of applied work, Nathan focuses on issues that threaten the validity of assessment and accountability operational programs. These issues include the dimensionality of alternate assessment based on alternate achievement standards (on behalf of NCSC), the impact of interruptions on online assessment results (on behalf of the Smarter Balanced Assessment Consortia) as well as recommendations to address such impacts (on behalf of CCSSO), the representation of English Language Proficiency within state accountability systems (on behalf of the Latino Policy Forum), and the comparability of assessment scores across multiple digital devices (on behalf of the TILSA SCASS).

Nathan received a Ph.D. from the University of Colorado Boulder with a concentration in research and evaluation methodology.

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Education

2015 **Ph.D.**, *Research and Evaluation Methodology*, University of Colorado Boulder, School of Education.

Dissertation: Getting More out of the National Assessment of Educational Progress: Investigating Dimensionality at the State-Level

Committee: Derek C. Briggs (Chair), Greg Camilli, Andrew Maul, Michael Stallings, and Lorrie Shepard

2008 **B.S.**, *Psychology (Quantitative Skills Specialization)*, The Pennsylvania State University.

Research Experience

2015- Present **Senior Associate ('17-Present) & Postdoctoral Fellow ('16-'17)**, *The National Center for the Improvement of Educational Progress, Inc.* Notable projects include:

- Conceptualization, Development and Implementation of Louisiana's Every Student Succeeds Act Compliant Innovative Assessment Demonstration Authority Pilot Assessments ('18-Present, with Scott Marion and Michelle Boyer)
- Supporting Alabama Regional Science Specialist in Developing Three Dimensional Science Assessment Expertise (Project lead, '18-Present, with Leslie Keng, Mary Norris and Scott Marion)
- Jointly Scaling a General Assessment with On Demand Assessments of Individual Standards (Project lead, '17-'18, with Leslie Keng and Scott Marion)
- Comparability study of the SAT and ACT to End-of-Course Assessments (Project lead, '17-'18, with Chris Domaleski and Joseph Martineau)
- Design and Scaling of Multiple of Systems of Interim Assessments (Project lead, '15-'17, with Brian Gong)
- Examination of Dimensionality for the National Center and State Collaborative Assessments ('16-'17)
- Design of a Next Generation Science Standards aligned Assessment System ('16-'17, with, Brian Gong and Scott Marion)
- Score Comparability Across Computerized Assessment Delivery Devices ('15-'17, with, Charles DePascale and Susan Lyons)
- Quantification of the Impact of Online Interruptions during the Spring 2015 Smarter Balanced Assessment Administration ('15-'16, with Joseph Martineau)

2011 **Summer Intern**, *The National Center for the Improvement of Educational Progress, Inc.*

- Development of initial interpretive arguments, based on the argument based approach to validity, for the use of scores produced by various growth models in a pay-for-performance context (with Brian Gong)

2008-2015 **Research Assistant**, *School of Education, University of Colorado at Boulder*. Long term projects include:

- The Connected Learning Research Network Survey ('12-'15, with William Penuel).
- Multilevel Evaluation Procedure for Examining State and School Educational Contexts with the National Assessment of Educational Progress ('12-'13, with Gregory Camilli)
- Multidimensional Vertical Scaling and Growth Modeling ('10-'12, with Derek C. Briggs)
- Multilevel Modeling of Mathematics Achievement in Early Childhood Longitudinal Study ('09-'11, with Finbarr C. Sloane)
- Meta-analysis of Vertical Scaling Practices ('08-'09, with Derek C. Briggs)